

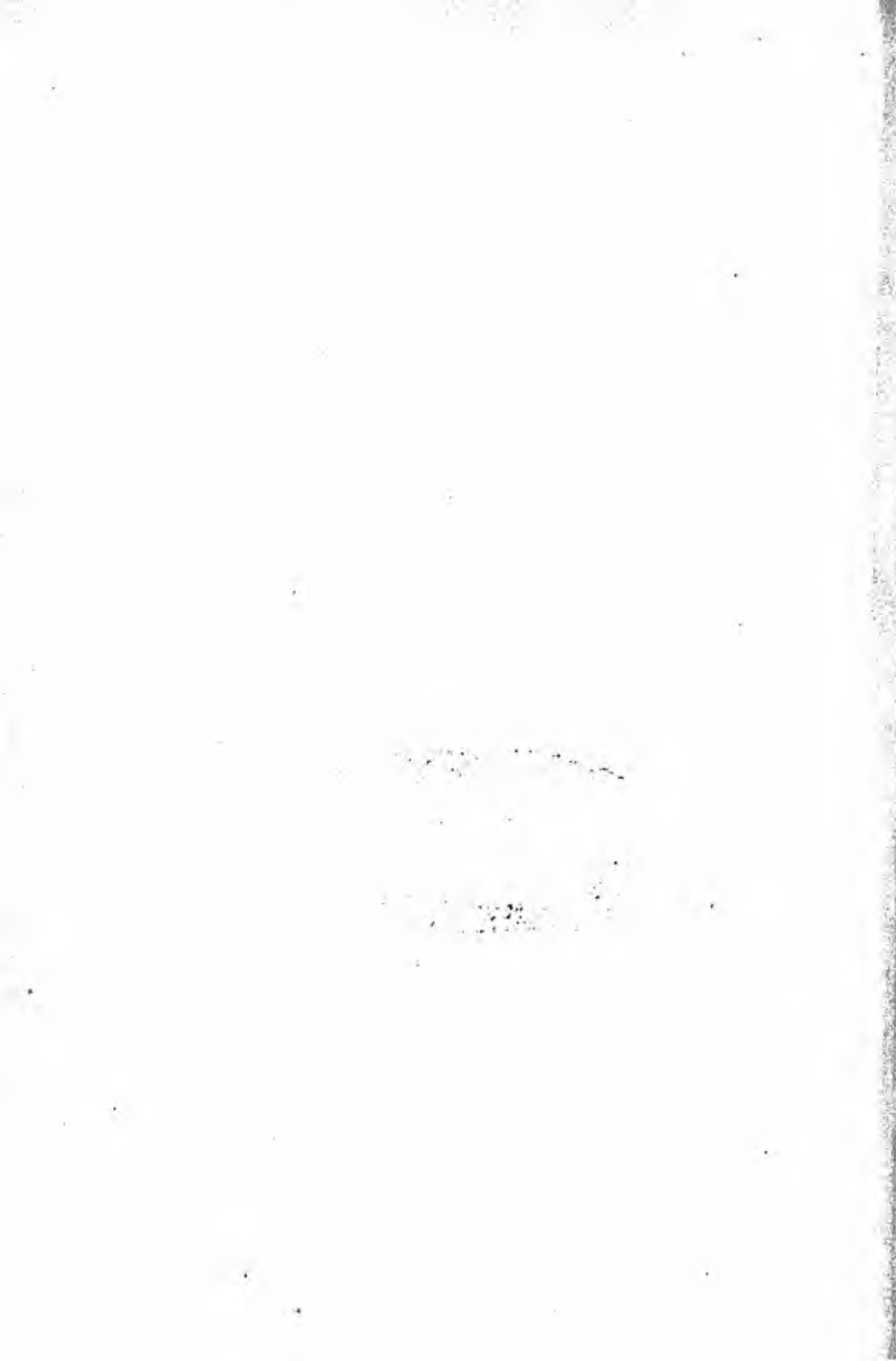
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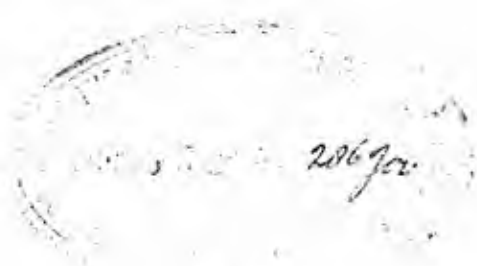
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A COLLECTION
OF
TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO
INDIA AND NEIGHBOURING COUNTRIES.

COMPILED BY

C. U. AITCHISON, B.C.S.,

UNDER-SECRETARY TO THE GOVERNMENT OF INDIA IN THE
FOREIGN DEPARTMENT.



VOL. II.

CONTAINING

THE TREATIES, ETC., RELATING TO THE NORTH-WESTERN
PROVINCES, OUDH, AND NEPAL.

Revised and continued up to the present time
By the Authority of the Foreign Department.

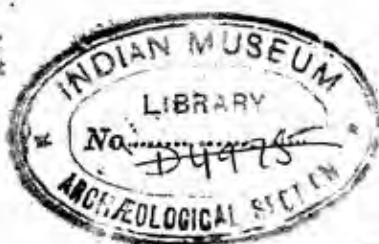
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PART I.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO THE

NORTH-WESTERN PROVINCES.

I. RAMPUR.

THE first settlers of the Rohilla Afghans were two brothers, Shah Alam and Husain Khan. The son of the first of these, Daud Khan, achieved some distinction in the earlier part of the eighteenth century. But the rise of the family is owing mainly to his son Ali Muhammad Khan, said to have been of Hindu extraction, who was adopted by Daud Khan. Ali Muhammad by his successes on his father's death collected many Afghan adventurers, and for his services against the Bara Saiyids he received the title of Nawab and a grant of the greater part of Rohilkhand. He happened to offend the Subadar of Oudh, who repaired to Delhi and by his representations induced the King of Delhi, Muhammad Shah, to take the field against the Rohilla Chief. Ali Muhammad was compelled to surrender, and was made to relinquish his territory, and to deliver two of his sons as hostages.

Not long afterwards he was placed in charge of Sirhind, but taking advantage of the confusion in the last months of the Emperor's reign, consequent on the invasion of Ahmad Shah Abdali, he passed into Rohilkhand and made good his supremacy over the province. In the next reign he obtained a confirmation of this territory from the son of Muhammad Shah.

Previous to his death, he made a disposition in favour of his six sons, and till the return from captivity of his two elder sons (who had been seized by Ahmad Shah) and the majority of his other sons, he entrusted his territory to the guardianship of Hafiz Rahmat Khan, the brother, and Dudi Khan, the cousin, of Daud Khan. Not long after his death the two sons were released. The final arrangement made by the guardians was to place Faizulla

CORRIGENDA.

Page 29.—In line 3, for "Khsatriya" read "Kshatriya."

Page 158.—In lines 18 and 19, for "Nachi" read "Mechi."

Page 163.—In line 31, for "Maharaj Adhiraj" read "Maharaja Dhiraj."

in a jagir comprising Rampur Katra, estimated to be worth six lakhs per annum.

When the Mahrattas had in 1771 placed Shah Alam on the throne of Delhi they turned their attention to the conquest of the Rohilla country. Alarmed by their approach, the Robillas temporized with them, and meanwhile proposed an alliance with the Nawab of Oudh. In 1772 an alliance offensive and defensive (No. I) was concluded, by which the Robillas agreed to pay to the Nawab forty lakhs of rupees, on condition of his expelling the Mahrattas.

After the Mahrattas had extorted from the Emperor the grant of the districts of Allahabad and Kora, the Nawab became thoroughly alarmed and applied to the English, who were bound by Treaty to assist him. At a conference with Warren Hastings at Benares, the Nawab procured the promise of troops to assist him in his designs against the Rohillas, who were unable to resist the Mahrattas and who had failed in their pecuniary obligations. The Wazir also made a Treaty with the Emperor, in which it was stipulated that the Emperor should assist him in the expedition, and receive a share of the conquered territory.

The Rohillas, who resisted the invasion of their country, were defeated after a most gallant struggle, in which Hafiz Rahmat was slain. Faizulla Khan withdrew with the remains of the Rohilla army to the hills, and after some negotiations and petty skirmishes, an Agreement (No. II), known as the Treaty of Lal Dhang, was made between him and the Nawab in 1774 under the British guarantee, by which he was secured in the State of Rampur, on condition of military service to the Wazir. In 1783 the obligation of service was commuted (No. III) under the guarantee of the British Government to a cash payment of Rs. 15,00,000.

On the death of Faizulla Khan, disturbances broke out in the family. Muhammad Ali Khan, the eldest son, was murdered by his brother Ghulam Muhammad Khan, who usurped the jagir. As the State was held under British guarantee, the aid of British troops was given to the Nawab of Oudh in ejecting the usurper and installing Ahmad Ali Khan, the son of Muhammad Ali Khan. A preliminary Agreement (No. IV) was executed in 1794 between the British Government, the Nawab, and the Robilla tribe, after which in the same year Ahmad Ali Khan was restored by Treaty (No. V) under British guarantee to a portion of the State, the rest being annexed to Rohilkhand.

On the cession of Rohilkhand to the British Government in 1801, the family were continued in their possessions.

Ahmad Ali Khan died in 1839. The succession of his only daughter was rejected, and the next heir, Muhammad Said Khan, the eldest son of Ghulam Muhammad Khan, was put in possession of the State. An Engagement (No. VI) was taken from him in 1840 that he would govern his State rightly, and provide for the inferior Rohilla Chiefs. A similar Engagement (No. VII) was taken in 1855 from Muhammad Yusuf Ali Khan, the eldest son and successor of Muhammad Said Khan.

For his services during the rebellion of 1857, Muhammad Yusuf Ali Khan received in 1860 a grant of land (No. VIII), yielding Rupees 1,28,527-4-0. It was at first proposed to cede the pargana of Kasipur, but for greater compactness, villages on the Moradabad and Bareilly frontier were afterwards substituted. An error occurred in the allotment of a portion of this land, owing to the similarity in name of some villages situated respectively within British and Rampur limits, but this was subsequently (in 1864) rectified by an Agreement (No. IX). In terms of the grant, dated 7th November 1864, these villages were assigned in full sovereignty "with only this stipulation that existing rightful tenures were to be respected."

In 1864, the Nawab ceded to the British Government in full sovereignty the land required for the Railway to be constructed through his jagir, and also agreed to exempt from duty all traffic passing through his territory (Nos. X and XI). The Darbar has since agreed (1891, by letter) to contribute a loan of Rupees 47,00,000 towards the construction of a standard gauge line from Bareilly, *via* Rampur, to Moradabad, giving the land required free of cost, and ceding to Government full jurisdiction within the limits of the Railway.

Muhammad Yusuf Ali Khan was created a Knight of the Order of the Star of India, and was in 1862 assured by Sanad (No. XII) that on failure of natural heirs any succession to the administration of his State which might be legitimate according to Muhammadan law would be upheld. He died in April 1865, and was succeeded by his eldest son, Muhammad Kalb Ali Khan, who entered into an Agreement (No. XIII) similar to that taken from his father in 1855 (No. VII).

Muhammad Kalb Ali Khan was created a Knight Grand Commander of the Order of the Star of India, and a Companion of the Indian Empire. At the Delhi Darbar of 1877, he received the title of Counsellor of the

Empress of India, and was granted a personal salute of 15 guns for life, his ordinary salute being 13 guns.

Muhammad Kalb Ali Khan died on the 23rd March 1887, and was succeeded by his son Muhammad Mushtak Ali Khan, who had been previously, in 1884, acknowledged by the Government as heir-apparent. Owing to his weak health, and consequent inability to give the requisite personal attention to the administration, the Government appointed a Council of State consisting of a Vice-President and two Members, with the Nawab himself as President, to conduct the administration.

On Muhammad Mushtak Ali Khan's death on the 25th February 1889, the right of succession of his eldest son and duly recognized heir, Muhammad Hamid Ali Khan, a youth of 14, was declared on the 27th of the same month. The Council of State, with the same Vice-President and Members, was constituted a Council of Regency, with more closely defined powers, and with Sahibzada Safdar Ali Khan, half-brother of the late Nawab Muhammad Yusuf Ali Khan, as President, to administer the State during the minority of Muhammad Hamid Ali Khan. General Azim-ud-din Khan was appointed Vice-President of the Council of Regency. He was murdered in April, 1891; and the President, Sahibzada Safdar Ali Khan, having resigned in the following July, Major Vincent of the Central India Horse was appointed tentatively to be President, and to discharge also the duties of Vice-President. A British officer was appointed to superintend the training of the young Nawab.

The area* of the Rampur territory is 941 square miles, and the population was returned in 1881 at 541,914.

The revenue of the State amounts to about 30 lakhs; no tribute is paid to the British Government. The military force consists (1890) of 300 artillery, 610 cavalry, 1,200 regular infantry, and 790 irregular infantry, besides 431 men employed as police; there are also 28 guns of various calibre. Of the Rampur forces, three hundred cavalry have been placed at the disposal of the Government of India for Imperial Service. The Nawab receives a salute of 13 guns.

* According to the census of 1891 the area of Rampur is 945 square miles, and the population is 551,249.

No. I.

TRANSLATION of a TREATY entered into between the VIZIER of the EMPIRE, SHUJAH-UL-DOWLA, and the ROHILLA SIRDARS, reciprocally interchanged,—13th June 1772.

First.—Friendship is established between us, and we, Haffiz Rhamut Khan and Zabita Khan, and all the other Rohilla Sardars, great and small, have agreed and determined with the Vizier of the Empire, Shujah-ul-Dowla, that we adhere to the substance of this writing, and never deviate from this Agreement; that we esteem his friends as our friends, and his enemies as our enemies, and that we and our heirs, during our lives, shall adhere firmly to this our Oath and Agreement, that we shall be united and joined together for the protection of the country of the Vizier of the Empire and of our own country; and if any enemy (which God forbid) should make an attempt against us and the Vizier, we, the Rohilla Sirdars and the Vizier of the Empire, shall use our joint endeavors to oppose him; we also, all the Rohilla Sardars, shall also join and unite in any measures that may be determined by the Vizier of the Empire for the benefit of the Nabob Mahomed Zabita Khan. We, both parties swear by the Almighty, His Prophet, and the sacred Koran, that we will firmly adhere to this solemn Agreement, nor ever deviate from this our Treaty.

This Treaty confirmed by oath, and sealed in the presence of General Sir Robert Barker.

Written on the 11th of the month Rubba-ul-awul, 1186 Hegira, or 13th June 1772.

(Sd.) WILLIAM DAVY,
Persian Interpreter.

TRANSLATION of the AGREEMENT given by HAFIZ RHAMUT KHAN to the VIZIER.

As the Vizier of the Empire, the Nabob Shujah-ul-Dowla, will put the Rohilla Sardars in full possession of their country, it is at his own option to effect it either by peace or war. Should the Mahrattas at this time, without coming to an engagement or peace being established, cross the river, and retreat owing to the rainy season, and after that is elapsed, commit disturbances in the country of the Rohillas, the quelling of these disturbances shall belong to the Vizier. The Rohilla Sirdars, after the aforesaid business, do agree to pay the sum of 40 lakhs of rupees on the following terms; *viz.*, as the Mahrattas are now committing disorders in the country of the Rohillas, the Vizier shall march from Shahabad to such place as may be thought proper to arrive at, in order that the Rohilla dependents may come out of the jungles

and arrive at their own homes. The sum of ten lakhs of rupees shall then be paid in ready money, in part of the stipulation, and 30 lakhs of rupees shall be discharged in three years, beginning from the Fussellee year 1186.

This Agreement is sealed in the presence of General Sir Robert Barker.

No. II.

TREATY, under the Hands and Seals of the NABOB SHUJAH-UL-DOWLA BEHAUDER and COLONEL CHAMPION, 1774.

A friendship having been entered into between me and Fyzoollah Khan, I have agreed to give him the country of Rampore and some other districts dependent thereupon, producing altogether an annual revenue of 14,75,000 rupees, and I have stipulated that Fyzoollah Khan shall retain in his service five thousand troops, and not a single man more; I therefore give this written Engagement, that I will, at all times, and on all occasions, support the honor and character of Fyzoollah Khan, and will promote his interest and advantage to the utmost of my power, upon the following conditions: That Fyzoollah Khan shall enter into no connection with any person, but myself, and that he shall hold no correspondence with any person, except the English Chiefs; that he shall consider my friends as his friends, and my enemies as his enemies; and that with whomsoever I shall make war, Fyzoollah Khan shall send two or three thousand men according to his ability, to join my forces: and if I march in person, Fyzoollah Khan shall himself accompany me with his troops; and if, on account of the smallness of the number of the forces he is to retain in his service, he is not able to accompany me, I will then appoint him three or four thousand more troops, that he may accompany me with a good army, and I will be at the expense of supporting them. Upon the performance of these conditions, I have agreed to give the said countries, at the afore-mentioned revenue, to Fyzoollah Khan, and to promote his interest and advantage to the utmost of my power.

If Fyzoollah Khan fulfil the Articles of his Treaty, and adheres steadily to it, God willing, I will not neglect whatever may be for his advantage.

He shall send the remainder of the Rohillas on the other side of the river.

I have sworn by the holy Koran, calling God and His Prophet to witness to the performance of these Articles.

Colonel
Champion's
Seal.

Rajab 1188.

The Vizier's
Seal.

TREATY, under the Hands and Seals of FYZOOLLAH KHAN and
COLONEL CHAMPION,—*October 1774.*

A friendship having taken place between the Nabob Vizier-ul-Moolk Behauder and me, and the Nabob Vizier having been graciously pleased to bestow on me a country, I have sworn on the holy Koran, calling God and His Prophet to witness to what I engage, that I will always, whilst I live, continue in submission and obedience to the Nabob Vizier; that I will retain in my service five thousand men, stipulated by the Nabob Vizier, and not a single man more; that with whomsoever the Nabob Vizier shall engage in hostilities, I will assist him; and that if the Nabob Vizier shall send an army against any enemy, I will also send two or three thousand of my troops to join them; and if he goes in person against any enemy, I will personally attend him with my forces: that I will have no connection with any person, but the Nabob Vizier, and will hold no correspondence with any one, the English Chiefs excepted; that whatsoever the Nabob Vizier directs I will execute; and that I will at all times, and on all occasions, both in adversity and prosperity, continue his firm associate.

I have sworn on the holy Koran, calling God and His Prophet to witness to the performance of these Articles: may God and His Prophet punish me if I act contrary to them.

Seal
of Colonel
Champion.

Rajab 1188.*

Seal
of Fyzoollah
Khan.

No. III.

TRANSLATION of a writing given by MAJOR WILLIAM PALMER to
the NABOB FYZOOLLAH KHAN,—*17th February 1783.*

Company's
Seal.

(Sd.) J. P. AURIOL,
Secretary.

Whereas Treaties of various Articles having subsisted formerly between the late Vizier Shujah-ul-Dowla, and the present Vizier Ausuf-ul-Dowla, with the Nabob Fyzoollah Khan, one Article contained in those Treaties was, that the Nabob Fyzoollah Khan should, whenever His Excellency sent his troops upon service, supply a force to join them of two or three thousand men. This has been the occasion of disputes and doubts between the parties. Therefore the Nabob Fyzoollah Khan

* October 1774.

has through me requested His Excellency the Vizier to remit that Article by which he is bound to supply a force occasionally; instead of which he agrees to pay fifteen lakhs of rupees in the following manner: five lakhs to be paid immediately, five lakhs in the Khereeef, and two lakhs in the Rubby of the year 1191 Fussellee; and the remaining three lakhs in the beginning of the Khereeef of the Fussellee year 1192. His Excellency the Vizier has also agreed upon these conditions to remit the obligation by that Article in the former Treaties, from this date, the fourteenth of Rubby-ul-Awul in the Hegira year 1197, the rest of the Articles remaining in full force. I, who am deputed on the part of His Excellency the Vizier, and the gentlemen of the Council, engage that the Nabob Vizier shall not expect a supply of troops, and should he demand it, the gentlemen with him, on the part of the gentlemen of the Council, shall remonstrate against his demands, provided the Nabob Fyzoollah Khan complies with all the Articles contained in the Treaty between His Excellency and him, excepting that Article by which he is to supply a force, and that the Nabob Fyzoollah Khan do not encourage or protect the farmers of the Nabob's country in his own country. His Excellency the Vizier will, on his part, comply with the Articles of the former Treaty, and the Officers of his Government will not protect or encourage any of Fyzoollah Khan's farmers in their districts. I agree to have the Treaty on the part of His Excellency the Vizier for disengaging the Nabob Fyzoollah Khan from the obligation of supplying a force, and the paper of guarantee from the gentlemen of the Council, wrote and sent to the Nabob Fyzoollah Khan.

Dated the 14th of Rubby-ul-Awul, 1197 Hegira, or 17th of the month of February, English 1783.

Agreed in Council at Fort William, 30th June 1783.

(Sd.) WARREN HASTINGS.

„ EDWARD WHEELER.

„ JOHN MCPHERSON.

„ JOHN STUBBS.

(A true translation.)

(Sd.) ROBERT GREGORY,

Assistant to the Resident, at the Vizier's Court.

No. IV.

TRANSLATION of the preliminary ENGAGEMENT between the NABOB VIZIER-UL-MOMALIK ASUF, JAH AUSUF-UL-DOWLA YEBEHA KHAN BEHAUDER, HUZZUBER JUNG, the ENGLISH COMPANY, and the ROHILLA TRIBE,—*29th November 1794.*

ARTICLE 1.

When this preliminary Engagement shall be executed, hostilities shall cease between the Nabob Vizier-ul-Momalik Asuf Jah Behauder and his allies and the Rohilla army.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed;* thus Golam Mahomed Khan has delivered an account of the treasure which was left by the Nabob Fyzoollah Khan, at his death, to the period that he had charge of it. From that treasure the sum of one lakh and four thousand gold mohurs has been expended since Golam Mahomed Khan left the Rohilla camp; this being deducted, the balance is the sum demanded.

ARTICLE 3.

The Rohilla army agree that they will give over in deposit to the Company whatever may remain of the treasure of the family of Fyzoollah Khan, deceased.

ARTICLE 4.

The Nabob Vizier-ul-Momalik Asuf Jah Behauder agrees, that he will bestow on Ahmed Ally Khan, the grandson of the Nabob Fyzoollah Khan, deceased, meahls in jaghire, at the annual jumma of ten lakhs of rupees, and that the town of Rampore shall be a part of the said jaghire; and as Ahmed Ally Khan is a minor, therefore Nussur Ullah Khan Behauder, son of Abdoola Khan, deceased, shall be nominated the guardian of Ahmed Ally Khan, and the manager of the said jaghire, until Ahmed Ally Khan shall arrive at the age of—years.

ARTICLE 5.

When the Rohilla army shall have given over the treasure, as is expressed in the third Article, the armies of the Nabob Vizier-ul-Momalik Asuf Jah

* This sentence belongs to the third Article, but being subsequently added to the Preliminary Engagement, was written under the second Article by mistake.

Behauder and of the English Company shall march away from hence, and the Rohilla army shall disperse and go wherever they think proper.

Done at Puttaghat, in the English Camp, this 5th of Jemmadie-ul-Awul, 1209 Hegira.

(The seal of the Nabob Vizier-ul-Momalik Asuf-ul Dowla Asuf Jah Yeheha Khan Behauder, Huzzubber Jung.)

L. S.

(The seal of Mr. George Frederick Cherry, on the part of the English Company, as guarantee to the above Articles.)

L. S.

(The Seal of Nussur Ulla Khan.)

L. S.

No. V.

ENGAGEMENT OF GUARANTEE by the HON'BLE the ENGLISH EAST INDIA COMPANY between the VIZIER-UL-MOMALIK HINDOOSTAN NABOB ASUF-UL-DOWLA, AUSUF JAH YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG, and the NABOB AHMED ALLY KHAN BEHAUDER,—*13th December 1794.*

Whereas, by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the Hon'ble the English East India Company, and of the Nabob Nussur Ulla Khan Behauder on the part of the Rohilla army, a copy of which is annexed, the said Company have agreed to be the guarantee to the performance of the stipulations thereof by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the Nabob Nussur Ulla Khan Behauder on the other; accordingly the said George Frederick Cherry agrees, in the name of the Hon'ble Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, to the following Articles :

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having declared by the second Article of the said preliminary Engagement that he has pardoned the family of the Nabob Fyzoolah Khan, deceased, and their adherents, the faults which they have committed, the Hon'ble the English East India

Company engage, pursuant to the said Article of the said Engagement, that the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall not give any trouble to the said family and their adherents, on account of any act committed by them prior to the 5th of Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder, having by the fourth Article of the said Engagement, declared that he will grant a jaghire, in the name of Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, a Sunnud or Deed of Grant, bearing his seal, and containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, and dated the 7th Jemmadie-el-Saany, 1209 Hegira, the said Company engage to guarantee the possessions of the said mehals to the said Nabob Ahmed Ally Khan Behauder, according to the conditions expressed in the said Sunnud, and free from demands on account of jowfeer.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement that the Nabob Nussur Ulla Khan Behauder, son of the Nabob Abdoolan Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years; the said Company hereby agree to acknowledge this nomination, and to consider the seal of the said Nabob Nussur Ulla Khan Behauder, so long as he remains the guardian of the said Nabob Ahmed Ally Khan Behauder and the manager of the jaghire, as the seal of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the said Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum of three lakhs and twenty-two thousand gold mohurs has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a nuzzer-anah from the said Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all right of zabtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, the Company agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, the said Company agree that this Engagement of Guaran-

tee shall remain in full force, and no new Engagement of Guarantee shall be necessary; and if (which God forbid) the Nabob Nussur Ulla Khan Behauder shall die, or, on any account, be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder and manager of his jaghire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 6.

The said Nabob Nussur Ulla Khan Behauder having entered into a kabooleat or engagement to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, bearing date the 7th of Jemmadie-ul-Saany, 1209 Hegira, on the part of the said Nabob Ahmed Ally Khan Behauder, the said Company agree to guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder the performance of the said kabooleat by the Nabob Nussur Ulla Khan Behauder, on the part of the said Nabob Ahmed Ally Khan Behauder, and will consider any deviation therefrom a breach of the allegiance and fidelity due from the said Nabob Ahmed Ally Khan Behauder to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder.

ARTICLE 7.

This Engagement being signed and sealed by the said George Frederick Cherry, on the part of the said Company, and ratified by the signature of the Honorable Sir John Shore, Baronet, Governor-General, and the seal of the said Company, in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said Nabob Nussur Ulla Khan Behauder. In like manner, the kabooleat or engagement mentioned in the sixth Article hereof, bearing the seal of the said Nabob Nussur Ulla Khan Behauder, being executed in two counterparts; one counterpart thereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry; and the Sunnud, bearing the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, specified in the second Article hereof, has been delivered to the Nabob Ahmed Ally Khan Behauder, of which a copy has been delivered to the said George Frederick Cherry, attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 13th of December 1794.

(Sd.) G. F. CHERRY,
Resident.

Ratified at Fort William, under the signature of the Hon'ble Sir John Shore, Baronet, Governor-General, and the seal of the Hon'ble the English East India Company, this 6th day of March 1795.

(Sd.) J. SHORE.

TRANSLATION of the KABOOLEAT or ENGAGEMENT entered into by
the NABOB AHMED ALLY KHAN BEHAUDER to the NABOB
VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER,—*30th Decem-
ber 1794.*

Whereas by a preliminary Engagement, dated the 5th Jemmadie-ul-Awul, 1209 Hegira, corresponding with the 29th November 1794 of the Christian Era, and bearing the seals of the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, of Mr. George Frederick Cherry, Resident at the Court of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, on the part of the English East India Company, and of the Nabob Nussur Ulla Khan Behauder, on the part of the Rohilla tribe, a copy of which is annexed, certain stipulations were agreed to by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder on one part, and by the said Rohilla tribe on the other; accordingly I, the said Nussur Ulla Khan Behauder, being thereby nominated to be the guardian of the Nabob Ahmed Ally Khan Behauder and the manager of the jaghire therein mentioned, agree for myself as the guardian of the said Nabob Ahmed Ally Khan Behauder and as the manager of the jaghire, and for the said Nabob Ahmed Ally Khan Behauder as the jaghiredar, to the following Articles:

ARTICLE 1.

The Nabob Vizier-ul-Momalik Ausuf Jah Behauder having declared, by the second Article of the said preliminary Engagement, that he has pardoned the family of the Nabob Fyzoollah Khan, deceased, and their adherents, the faults which they have committed, I engage, pursuant to the said Article of the said Engagement, that there shall not be any trouble given to anyone of the said family or their adherents, on account of any act committed by them prior to the 5th Jemmadie-ul-Awul, 1209 Hegira.

ARTICLE 2.

The Nawab Vizier-ul-Momalik Ausuf Jah Behauder, having, by the fourth Article of the said Engagement, declared that he will grant a jaghire in the name of the Nabob Ahmed Ally Khan Behauder, the grandson to the Nabob Fyzoollah Khan, deceased, and having, pursuant thereto, delivered into the hands of the said Nabob Ahmed Ally Khan Behauder a Sunnud or Deed of Grant, bearing his seal and containing on the back thereof the names of the mebals, with the jumma of each, composing the jaghire, and dated the 7th Jemmadie-ul-Saauy, 1209 Hegira, I agree to educate the said Nabob Ahmed Ally Khan Behauder in the principles of true obedience and fidelity to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and in conformity to the conditions expressed in the said Sunnud, that I will manage the jaghire according to those conditions, and that I will, to the best of my abilities, impress on the minds of all the Rohillas, and others subsisting on the produce of the said jaghire, gratitude to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for his benevolence to them, and fidelity and allegiance to him, through their jaghiredar, the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 3.

It having been agreed in the fourth Article of the said Engagement, that I, Nusser Ulla Khan, son of the Nabob Abdoola Khan, deceased, shall be the guardian of the said Nabob Ahmed Ally Khan Behauder, and the manager of the jaghire, until the said Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I promise that, having in view the benefit of the Nabob Ahmed Ally Khan Behauder, I will execute this duty to the best of my abilities.

ARTICLE 4.

It having been agreed in the third Article of the said Engagement, that the treasure of the family of the Nabob Fyzoollah Khan, deceased, shall be deposited with the English East India Company, and the said Company having accordingly received the sum of three lakhs and twenty-two thousand gold mohurs in deposit, which sum has been paid to the Nabob Vizier-ul-Momalik Ausuf Jah Behauder, as a nuzzeranah from the Nabob Ahmed Ally Khan Behauder for the jaghire, and in lieu of all the rights of zabtee or confiscation of the property of the late Nabob Fyzoollah Khan and Mahomed Ally Khan, deceased, I agree that there shall be no further pecuniary demands among the parties concerned in these Engagements, on any account whatever, arising from them.

ARTICLE 5.

I promise that Golam Mahomed Khan shall not, at any time, reside in any place within the jaghire, nor exercise any influence or authority in the management thereof, nor in the affairs of the said Nabob Ahmed Ally Khan Behauder.

ARTICLE 6.

I promise that the sum of one thousand five hundred Lucknow Sicca Rupees per month shall be paid to the said Company at Lucknow, beginning with the 1st of December 1794 Christian Era, or 6th of Jemmadie-ul-Awul 1209 Hegira, from the produce of the jaghire, for the support of the said Golam Mahomed Khan.

ARTICLE 7.

I promise that the sums undermentioned shall be paid monthly, at Rampore, to the sons of the Nabob Fyzoollah Khan, deceased, as specified herein, for their support, from the beginning of the Fussellee year 1202—

Hossin Ally Khan	.	.	.	Sicca Rupees	2,000	0
Futteh Ally Khan	.	.	.	"	2,000	0
Nazim Ally Khan	.	.	.	"	2,000	0
Yacoub Ally Khan	.	.	.	"	1,666	10½
Cossim Ally Khan	.	.	.	"	1,666	10½
Curreem Ullah Khan	.	.	.	"	1,666	10½

ARTICLE 8.

When the Nabob Ahmed Ally Khan Behauder shall arrive at the age of twenty-one years, I agree that this kabooleat shall remain in full force, and no new kabooleat shall be necessary. And if (which God forbid) I shall die or on any account be removed from the office of guardian of the Nabob Ahmed Ally Khan Behauder, and manager of his jagbire, the Nabob Vizier-ul-Momalik Ausuf Jah Behauder shall, with the advice of the said Company, select a person from among the tribe of Rohillas, and shall nominate such person to the said office.

ARTICLE 9.

I agree that by virtue of an Engagement, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, and bearing the seal and signature of the said George Frederick Cherry, on the part of the said Company, and ratified by the Honorable Sir John Shore, Baronet, Governor-General, in two counterparts, one counterpart whereof has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other I have received, the said Company are guarantee to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder for the performance of this Engagement or Kabooleat on the part of the Nabob Ahmed Ally Khan Behauder, of which I have affixed my seal to two counterparts, whereof one has been delivered to the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, and the other to the said George Frederick Cherry, and to the said Nabob Ahmed Ally Khan Behauder, for the possession of the jagbire granted to him by the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder, by virtue of the Sunnud mentioned in the second Article hereof, a copy of which the said George Frederick Cherry has received attested by the seal of the said Nabob Vizier-ul-Momalik Ausuf Jah Behauder as a true copy.

Done at Bareilly, this 7th day of Jemmadie-ul-Saany, 1209 Hegira, corresponding with the 30th December 1794.

(A true translation.)

(Sd.) G. F. CHERRY,
Resident.

TRANSLATION of the DEED of ACKNOWLEDGMENT entered into by the NABOB VIZIER-UL-MOMALIK AUSUF JAH BEHAUDER, to the HONOURABLE the ENGLISH EAST INDIA COMPANY,—30th December 1794.

Whereas the Honourable the English East India Company have by an Engagement of Guarantee, dated the 7th Jemmadie-ul-Saany, 1209 Hegira,

bearing the seal and signature of Mr. George Frederick Cherry, Resident at my Court, on the part of the said Company, and the signature of the Honourable Sir John Shore, Baronet, Governor-General of the affairs of the said Company in India, and the seal of the said Company, in two counterparts, of which I have received one and the other has been delivered to Nussur Ulla Khan Behauder, become guarantee to me for the full performance of the conditions contained in an Engagement or Kabooleat, dated the 7th Jemmadie-ul-Saany, 1209 Hegira, in two counterparts, under the seal of Nussur Ulla Khan Behauder, of which I have received one counterpart and the other has been delivered to the said George Frederick Cherry, and by the said Engagement of Guarantee the said Company have also become the guarantee to the Nabob Ahmed Ally Khan Behauder for the possession of the Mehals bestowed in jaghire by me to the said Nabob Ahmed Ally Khan Behauder, according to a Sunnud, bearing my seal, and dated the 17th Jemmadie-ul-Saany, 1209 Hegira, containing on the back thereof the names of the mehals, with the jumma of each, comprising the jaghire, free from demands on account of jowfeer, which Sunnud has been delivered into the hands of the said Nabob Ahmed Ally Khan Behauder, and a copy thereof, attested with my seal as a true copy, has been given to the said George Frederick Cherry, I accordingly hereby acknowledge, that I consent to the conditions contained in the said Engagement of Guarantee.

Done at Bareilly, the 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true translation.)

(Sd.) G. F. CHERRY,

Resident.

TRANSLATION of the WAJIB-UL ARZ delivered by NUSSUR ULLA KHAN, with the answers written to each question.

Received 30th December 1794.

Question 1.

The family of Golam Mahomed Khan will reside, for the present, in the house at Rampore; and when he shall send for them, let their departure, or stay, depend on the pleasure of the Begam.

Answer 1.

Golam Mahomed Khan will act as he pleases, with respect to the residence of his family.

Question 2.

Let no impediment be thrown in the way of the payments of the arrears to the Circar, debts, and tekarry, &c., which may be due from any one ryots, and those in the mehals, which are separated from the jaghire of the late Nabob; let a perwannah be given by the Presence to the Nazim of Bareilly, to cause these dues to be paid according to accounts.

Answer 2.

The jaghiredar has nothing to do with the arrears, debts, and tekarry of the Circar of Fyzoollah Khan, deceased, in those mehals which have been resumed.

Question 3.

Let those portions of land, the property of the Afghans, officers, &c., in the old jaghire, which were bestowed on them by Fyzoollah Khan, be confirmed and continued to them.

Answer 3.

This rests with the jaghiredar in the mehals of his jaghire.

Question 4.

Toolseram Khajanchee, who in consequence of the events of the times, went away and retired to Delhi, where the people belonging to Shaw Nizam-ud-Din and the Mabrattas molest him, and do not permit him to return; as the accounts of the Circar, those of the troops, and of the jaghire depend upon him, I hope that His Excellency will write to the Nazims of Delhi to prevent them from giving Toolseram molestation, that he may come here, and be replaced in his charge.

Answer 4.

The letter has been written by His Excellency.

Question 5.

Whatsoever property may have been forcibly seized by any one, at the time of the flight from Rampore, I hope an order may be issued by the Presence to the Nazim of Bareilly, to restore it to the proprietor on investigation.

Answer 5.

An answer, founded on justice, will be given by the Presence to whoever shall apply for his property and effects.

Question 6.

The Circar chucks, which were purchased by Fyzoollah Khan from Rajah

Answer 6.

Whatever are situated in and belong to the mehals of the jaghire,

Khanmul, deceased, and have to this time been possessed by him, I now hope that an order may be issued to the Nazim of Bareilly to release them.

Question 7.

There are several places, lands, and chunks of villages, purchased by Sunnoo Khan, Golam Ally-ud-Deen Khan, &c., and other Afghans, which are exempt from the revenue of the Circar lands, and have been possessed by those persons, until they went to the foot of the hills; I hope that a perwannah of exemption will now be issued to the Nazim of Bareilly.

Question 8.

I hope an order may be issued to the Nazim of Bareilly, relative to those who may reside in the villages belonging to the Vizier, and may commit robberies in the jaghire of Ahmed Ally Khan, and that the perwannah may be to this effect: "On investigation to punish the thieves, and to return the stolen property to the inhabitants of the jaghire."

Question 9.

Let the duties receivable on the merchandize of the Afghans be continued as they were formerly, and let not the custom-house officers of the Circar demand more.

Question 10.

During the time of Fyzoollah Khan, the concerns Dad-o-situd of the time of Haffiz Ramut, be they with whom they will, were stopped by the Vizier, so that no one could be molested on account of old concerns; now also, should any one apply to the Presence in this respect, let them not be listened to.

are released by His Excellency's Sunnud.

Answer 7.

The jaghiredar possesses the power of this Article in the mehals belonging to his jaghire.

Answer 8.

In this respect, whatever was the custom during the time of Fyzoollah Khan, will now be adhered to.

Answer 9.

The rule observed during the time of Fyzoollah Khan, in this respect, will now be adhered to.

Answer 10.

The former custom in this respect is continued.

Question 11.

The Village Sahebgunge, in pergunnah Huzrutnagon, exempt from revenue, was bestowed in jaghire by Fyzoollah Khan on Sahet Roy, deceased: I hope that a perwannah may now be granted, continuing this village free.

Answer 11.

If this village comes within the mehals of the jaghire, it rests with the jaghiredar.

Dated the 30th December 1794, or 7th Jemmadie-ul-Saany, 1209 Hegira.

(A true copy and translation.)

(Sd.) G. F. CHERRY,
Resident.

No. VI.

TRANSLATION of the AGREEMENT entered into by NAWAB MOHUMUD SYEED KHAN—*21st August 1840.*

Agreeably to the order of the Governor-General, the Government of Rampore having devolved upon me, I therefore declare that all matters connected with my rule shall be conducted with a view to maintain justice; that all the Puthans and dependants shall live and be supported in the same way as hitherto, and by my conduct towards them I will enable them to live in peace and happiness; and with respect to the allowances of the family and the rest of my relatives, the same line of conduct shall be followed as has always been the case, and nothing shall be altered from my friendly and affectionate feelings towards the daughter and widow of the late Nawab Ahmed Ally Khan, on whom I settle the following allowances separately:—

On the daughter of the late Nawab	Co.'s Rs. 1,000 per mensem.
On Sabib Mihil	400 "
On Momtaj Mihil	400 "
On Chumdrani	300 "
On Dhenree Bala Khaneh	300 "
On the Dharee Khand	300 "
On the mother of Saeed Ally Khan, a deceased son of the late Nawab	200 "
On the mother of the daughter of the late Nawab	300 "
On Kulloo Khanum	60 "
On Methoo Khanum	50 "

On Mud Muttee Co.'s Rs. 50 per mensem.
 On four women singers " 50 "

(Sd.) BY THE NAWAB SYEED MOHUMUD KHAN.

(A true translation.)

COMMISSIONER'S OFFICE;
 ROHILCUND DIVISION,
 RAMPORE,
 21st August 1840.

(Sd.) FRANCIS ROBINSON.
Officiating Agent.

No. VII.

TRANSLATION of AGREEMENT entered into by NAWAB MAHOMED YOOSUF ALEE KHAN—10th April 1855.

Since I have been appointed by sanction of the Honourable the Lieutenant-Governor, North-Western Provinces, successor to Nawab Mohumud Syeed Khan in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity; that I will govern the Puthans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous Agreements; and that I will provide for the proper maintenance of all the family and dependants of my deceased father, Nawab Mohumud Syeed Khan.

AGENCY DEPARTMENT;
 COMMISSIONER'S OFFICE,
 ROHILCUND DIVISION,
 BAREILLY,
 The 10th April 1855.

(Sd.) R. ALEXANDER,
Agent, Lieutenant-Governor.

No. VIII.

TRANSLATION of a SUNNUD for certain villages granted by the VICEROY and GOVERNOR-GENERAL to the NAWAB of RAM- PORE—dated 23rd June 1860.

Whereas Furzund Dil Pizeer * Nawab Mohumud Yoosuf Ali Khan Baha-door, Nawab of Rampore, exhibited, from the commencement of the rebellion

* This title was altered in 1873 to Furzund-i-dil-pizeer-i-Dowlut Inglishia.



to the end, his unswerving loyalty to the British Government by affording personal and pecuniary aid, protecting the lives of Christians and rendering other good services, to the satisfaction of Government, the Nawab has already been thanked, a khillut of distinction has been conferred upon him, the number of his salute guns has been increased, and an addition has been made to his title. In further recognition of his services, the Government hereby bestows upon him the villages in Bareilly and Moradabad, as per separate schedules, assessed at Rs. 1,28,527-4-0, in perpetuity from generation to generation. The above villages are now annexed to the old territory of the Nawab on the same conditions as those on which he holds that territory.

List of Villages situated in Bareilly.

No.	Pergunnah.	Names of Mouzahs.	Names of Lumberdars.	Jumma.	
				Rs.	a. p.
1	Chowmehla	Pipurea, 2 puttees	Moonshee Madho Singh and Doree Loll	286	0 0
2	"	Bheekhumpoor	Horee Loll	225	0 0
				511	0 0
3	Sirsanwan	Busoolpoor	Myzoolla Khan	791	0 0
4	"	Aourung Nugur	Noormahomed, &c.	789	0 0
5	"	Nursoza	Khoob Chund, &c.	461	0 0
6	"	Kursoula	Sulloo Khan, &c.	959	0 0
7	"	Kursoulee	Mustuffa Khan	559	0 0
8	"	Oodunpoor	Near Ulee Khan	1,106	0 0
9	"	Pipurea	Madar Bux, &c.	815	0 0
10	"	Kunkpoor	Khoob Chand, &c.	2,242	0 0
11	"	Esburpoor Gopalpoor	Gungaram	466	0 0
12	"	Uhrow	Chetram	2,057	0 0
13	"	Sisonena	Mahomed Ahmed Khan	690	0 0
14	"	Bholapoor	Mustuffa Khan	818	0 0
15	"	Munsoorpoor	Ghool Khan	517	0 0
16	"	Dhimree	Mahomed Shufaet Alee Khan	769	0 0
17	"	Chundpoorah	Ditto ditto	1,145	0 0
18	"	Rustampoor	Government	775	0 0
19	"	Goolungunge	Ramdial, &c.	677	0 0
20	"	Gudenea	Tujmul Hossein Khan	1,372	0 0
21	"	Burehpoorah	Dhurneedhur, &c.	472	0 0
22	"	Kuzeepoor	Zoukeeram	813	0 0
23	"	Hursoo Nuglah	Totaram	823	0 0
				18,616	0 0
24	Ajaon	Keeoolpoor	Nethram, &c.	400	0 0
25	"	Chainpoor oorf Checha	Khoob Chund, &c.	1,200	0 0
26	"	Modowna	Toolsheeram	1,250	0 0
27	"	Hoormutpoor, 3 puttees	Kulloo, &c.	1,196	0 0
28	"	Puttee Busuntpoor	Dalchund, &c.	525	0 0
29	"	Hunoo Nagur	Bucktour Singh	850	0 0
30	"	Tomureea	Devedoss	300	0 0
31	"	Pajawa	Kewulram, &c.	581	0 0
32	"	Hinga Nugla	Ahmed Yar Khan	900	0 0
33	"	Woodypoor	Wuzeer Alee	650	0 0
34	"	Meodee Khoord	Bhaesing, &c.	720	0 0
35	"	Jocai	Ditto	1,040	0 0
36	"	Kuga Nugla	Mohon Loll	600	0 0
37	"	Junoo Nagur	Choonee Loll, &c.	950	0 0
38	"	Sobhag Nugla	Rutehrum	678	0 0
39	"	Gujroora	Dhurneedhur	600	0 0
40	"	Mobarukpur	Zoukeeram	2,350	0 0
41	"	Khanpoor	Pateeram	1,000	0 0
42	"	Nopunea	Bood Hossein, &c.	1,900	0 0
43	"	Nurkherah	Zoukeeram, &c.	1,800	0 0
44	"	Lukmespoor Bheeka	Pateeram, &c.	650	0 0
45	"	Pipurea Raizada	Mahomed Itaf Alee	900	0 0
46	"	Mudhu Nugla	Zoukeeram	1,000	0 0
47	"	Gudeya	Khosai Rai	567	0 0
48	"	Sonar Khera	Ahmed Yar Khan	434	0 0

List of Villages situated in Bareilly—continued.

No.	Pergunnah.	Names of Mouzals.	Names of Landholders.	Jumma.	
				Rs.	a. p.
49	Ajaon	Rasdundia	Thacoordoss, &c.	1,400	0 0
50	"	Samra	Hurreeram, &c.	821	0 0
51	"	Dhulia	Govindram, &c.	1,000	0 0
52	"	Megha Ungla, 4 puttees	Thacoordoss	700	0 0
53	"	Lodheepoor	Ahmed Yar Khan	550	0 0
54	"	Jugdeespoor	Govindram, &c.	330	0 0
55	"	Seharee	Sobharan	2,800	0 0
56	"	Hurdia	Ootum Chand, &c.	1,300	0 0
57	"	Bhourkha	Golam Hossein	1,501	0 0
58	"	Bhourkhee	Mahomed Iltaf Alee	840	0 0
59	"	Mujheanah	Golam Nasir Khan	1,323	0 0
60	"	Selehee corf Buragaon	Mahomed Iltaf Alee Khan	2,685	0 0
61	"	Deores Khoord	Choonee Loll, &c.	400	0 0
62	"	Kupnebre	Muhsun Alee Khan	1,166	0 0
63	"	Hurdoopoor	Govindram, &c.	800	0 0
64	"	Rajpauruh	Rajaram	850	0 0
65	"	Gooluree Bhat	Motee Loll, &c.	475	0 0
66	"	Akon'da	Fuzul Imam	845	0 0
67	"	Johra	Khem Sing	1,400	0 0
68	"	Buboora	Dabeedoss, &c.	865	0 0
69	"	Rithora	Choonee Loll, &c.	1,401	0 0
70	"	Ehnee	Buldeo Sing	1,400	0 0
71	"	Guhloeeah	Fukcer Mahomed Khan	750	0 0
72	"	Jugutpoor	Dhurneedhur, &c.	672	0 0
73	"	Himutganj	Kullun Chund	400	0 0
74	"	Insetpoor	Kulleen Sing	600	0 0
75	"	Bhojcooporuh	Dwarkadoss	1,455	0 0
76	"	Deohuree Boozarg	Dhurneedbur	610	0 0
77	"	Kulleapur	Ditto	1,050	0 0
78	"	Bulbhadurpoor	Nundram	500	0 0
79	"	Sirsa	Shewdya, &c.	625	0 0
80	"	Chechonlee	Mussammatt Saleb Begum	452	0 0
81	"	Poorenia	Shaik Golam Hossein	1,185	0 0
82	"	Bukenia Bhat	Chatoor Bhoj, &c.	835	0 0
83	"	Shampoer	Hara Loll	701	0 0
84	"	Gungapoor	Peareh Loll	611	0 0
85	"	Singra	Hairs of Golam Moheesooddeen	1,386	0 0
86	"	Khata	Chetram	1,181	0 0
87	"	Lukneepoor Bishua	Chote Loll, &c.	929	0 0
88	"	Puscooporuh	Chatoor Bhoj, &c.	522	0 0
89	"	Aujunkhera	Dhurneedhur	713	0 0
90	"	Bukenia Jugurnathpoor	Mussammatt Roop Koor Bish- oon Koor	1,160	0 0
91	"	Mainee	Dhurneedhur	845	0 0
92	"	Zumapoor	Mahomed Hossein Khan	275	0 0
93	"	Dhunelee	Joahir Sing, &c.	1,600	0 0
94	"	Adpoor	Jai Sing	321	0 0
95	"	Beta	Ahmed Bux, &c.	725	0 0
96	"	Surra	Joymul Futeh	1,224	0 0
97	"	Newadea	Khoob Chund, &c.	850	0 0
98	"	Dhurneedpooruh	Oodeyram, &c.	1,246	0 0
99	"	Bhysoree	Iltaf Alee Khan	2,410	0 0
100	"	Nisoree	Ongersen	875	0 0
101	"	Tirha	Khoorshed Begum	1,708	0 0
				76,209	0 0

List of Villages situated in Bareilly—concluded.

No.	Pergunnah.	Names of Mousahs.	Names of Lumberdars.	Jumma.		
				Rs.	a.	p.
102	Sironlee, North	Jalib Nugla	Doree Loll	628	0	0
103	"	Mahomedpoor	Rai Sing, &c. . . .	620	0	0
104	"	Dhungle	Sultan Hossein	1,100	0	0
105	"	Jutpooruh	Sadhoram	400	0	0
106	"	Dobaut	Rai Sing, &c. . . .	476	0	0
107	"	Kirpea lupth	Itaf Alee Khan	518	0	0
108	"	Kirpea Pandey	Chotee Loll	783	0	0
109	"	Bhoputpoor	Musst. Jhuna	825	0	0
110	"	Gungapoor	Bunseedhur	1,125	0	0
111	"	Keorar, 4 puttees	Shibdut, &c. . . .	650	0	0
				7,125	0	0
112	Sironlee, South	Nubeegunj	Hazaree Mull, &c. . . .	805	0	0
113	"	Sobawa	Roop Sing	565	0	0
114	"	Sewchait	Doorgapershad	474	0	0
115	"	Tajpoor	Deo Sing	80	0	0
116	"	Zanda	Hakim Saadat Ali Khan	763	0	0
117	"	Chukurpoor, 4 puttees	Dhnn Sing, &c. . . .	1,019	0	0
118	"	Nundgaon	Doorgapershad	199	0	0
119	"	Oonchegaon	Ditto	955	0	0
120	"	Bhoputraipoor	Nowbut Sing	933	0	0
121	"	Lodheepoor	Ditto	513	0	0
122	"	Mudkur	Ditto	1,119	0	0
123	"	Kundele Asudpoor	Joykissendoss	1,091	0	0
124	"	Pipurea Beerpoor	Balkissen	662	0	0
125	"	Gainee	Shibdutt	923	0	0
126	"	Parota Bhuggee	Nowbut Sing	728	0	0
127	"	Gaiboolspoor	Doorgapershad	292	0	0
128	"	Unweh Meerpoor Mirzapoor	Lutchmun Sing	1,682	0	0
129	"	Bhourkha Bhourfee	Pertab Sing	741	0	0
130	"	Osee Berahimpoor	Foonda, &c. . . .	1,073	0	0
131	"	Mamoorpoor	Moona Sing	580	0	0
132	"	Gharmupoor	Nuthoo	400	0	0
133	"	Nivundpoor	Alee Bux Khan	1,100	0	0
				16,397	0	0
TOTAL				1,19,158	0	0

List of Villages situated in the District of Moradabad.

No.	Pergunnah.	Names of Mohzabs.	Names of Lumberdars.	Jumma.		
				Rs.	a.	p.
1	Moradabad	Badleedan, corf Tandah.	Badlec Nawab Kulbulce Khan	3,229	0	0
2	"	Kesho Nuglee . . .	Ditto	570	0	0
3	"	Bhaopoorah . . .	Musst. Koodrotoonissah	780	0	0
4	"	Chuk Koondesree . . .	Rattan Singh . . .	145	0	0
5	"	Chuk Koondesrah . . .	Cazee Abbas . . .	97	0	0
6	"	Chuk Girdha . . .	Zubburbeg and others	401	0	0
7	"	Khanpoor Milluk . . .	Koolbooddeen . . .	374	0	0
8	"	Pursoopoorah Naik . . .	Teenua Singh . . .	938	0	0
9	"	Chuk Ladpoor . . .	Hursahai . . .	319	0	0
10	"	Chuk Surakthul . . .	Jwaladut . . .	374	0	0
11	"	Surakthul . . .	Ditto . . .	540	0	0
12	"	Mhowa Kherah . . .	Farzund Allee . . .	614	0	0
13	"	Dhukpoorah . . .	Musst. Izzutoonissah . . .	288	4	0
TOTAL				9,369	4	0

TRANSLATION of a KHUREETA addressed by HIS HIGHNESS the NAWAB MAHOMED YOOSUF ALI KHAN of RAMPORE to the HONOURABLE the LIEUTENANT-GOVERNOR of the N.-W. PROVINCES.

After paying the usual compliments, acknowledges receipt of the Honourable the Lieutenant-Governor's letter regarding a petition presented to the Government of India by Chowbey Girdharee Lall and other zemindars of the villages conferred in reward on His Highness in the districts of Moradabad and Bareilly, in which they pray that on the expiration of the present settlement, their proprietary rights may be maintained; and with reference to the confident hope expressed by the Lieutenant-Governor that he (the Nawab) will not fail to consider the rightful claims of the petitioners, begs to assure His Honour that if it please the Almighty the rights of these zemindars as well as those of others in the same situation, will be duly respected and regarded,

inasmuch as he has made it a point of his administration to govern his subjects by the recognized principles of equity and justice which obtain under the British rule.

(True abstract translation.)

(Sd.) DEOKURN SHOOKLE,
Translator.

No. IX.

ABSTRACT TRANSLATION of a KHUT from HIS HIGHNESS NAWAB
YOOSUF ALI KHAN, K.S.I.,—*dated the 22nd March 1864.*

I understand that you have expressed a desire to rectify the mistakes that have occurred in the assignment to me by Government of certain villages in reward. I have much pleasure in intimating my willingness to comply with your wishes in the matter of the transfer of the villages of Pipurea and Chuckerpore, assessed respectively at Rupees 662 and 1,019, situated within British territory, as desired by Government, on the following conditions:—

1st.—That I continue in possession of them as Maafedar.

2nd.—That they be subject to the Civil, Criminal, and Revenue Regulations in force in British territory.

As regards your proposal to the exchange of Mouzahs Pipurea and Chuckerpore (in Serowlee), assessed at Rupees 140 and 232, in lieu of Pipurea, assessed at Rupees 286 and Bhikunpore at Rupees 225, in Pergunnah Chowmehla, I beg to inform you that I accept the exchange, confident that you have well considered the necessity for this arrangement.

No. X.

TRANSLATION of a KHUT from HIS HIGHNESS NAWAB YOOSUF
ALI KHAN BAHADOOR of RAMPUR, K.S.I.,—*dated the 7th
June 1864.*

Your kind letter, with enclosures, dated 5th instant, relative to land required free of cost for the railway line that may pass through my territory, has been duly received by me, and I beg to acquaint you in reply, that as I consider myself bound, in appreciation of the favors conferred on me by Her Majesty's Government, to comply with the wishes of His Excellency the Viceroy and Governor-General of India, I have no objection to make over the land for the purpose required.

No. XI.

TRANSLATION of a KHUT from HIS HIGHNESS the NAWAB YOOSUF ALI KHAN BAHADOOR, K.S.I.,—*dated the 23rd December 1864.*

I have much pleasure in acknowledging receipt of your communication dated 16th December 1864, with its enclosures, from the Government, North-Western Provinces, No. 222A., dated 1st October 1864, enquiring whether the land required for railway purposes from this State is to be given up to Government in full sovereignty, and whether, after the completion of the line, the goods in transit through my territory will be subject to any duty.

In reply, I beg to inform you that I have no hesitation in giving up the land in full sovereignty to the British Government. As regards the levy of duty on goods passing through my territory, I beg to state that Government in orders, No. , dated 15th April 1845, to the address of the Board, and to the Agent, Lieutenant-Governor, Rohilcund, No. 9, dated 8th May 1845, ruled that the 5,000 maunds of salt and 20 maunds of opium annually obtained by me from Oudh and elsewhere for consumption, should be exempted from duty on its transit to Rampore. Under these circumstances, all traffic that passes through my territory will be similarly exempted from duty; but if goods are exposed for sale in the market, they will be subject to the usual duty.

No. XII.

ADOPTION SUNNUD granted to NAWAB MOHAMED YOOSUF ALI KHAN, of RAMPORE,—*11th March 1862.*

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, I hereby, in fulfilment of this desire, convey to you the assurance that, on failure of natural heirs, any succession to the Government of your State which may be legitimate according to Mahomedan law will be upheld.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

11th March 1862.

No. XIII.

TRANSLATION of THE AGREEMENT entered into by NAWAB MAHOMED KULB ALI KHAN BAHADPOOR, of RAMPORE, dated the 15th Ramzan 1828, Higree, corresponding with *10th June 1865 A.D.*

Since I have been appointed, by sanction of the Hon'ble the Lieutenant-Governor, North-Western Provinces, as the representative of Her Most Gracious Majesty, Queen Victoria, successor to Nawab Mahommed Yoosuf Ali Khan, K.S.I., in the jaghire of Rampore, I hereby agree and attest by my seal that I will administer the affairs of the jaghire with justice and equity: that I will govern the Afghans with consideration; that I will continue all the stipends sanctioned from the time of the Nawab Ahmed Ali Khan, and entered in previous agreements; and that I will provide for the maintenance of all the family and dependants of my deceased father, Nawab Mahomed Yoosuf Ali Khan Bahadoor.

II. GARHWAL OR TEHRI.

THE early history of the Garhwal Rajas is obscure. They claim descent from the Solar race, and are of the Khsatriya caste. For many generations the chiefs had absolute sway over the whole of Garhwal on both sides of the Alaknanda, paying, however, a nominal tribute to the Emperors of Delhi. The first Raja of the line was Kanak Pal. Kalyan Sah, the 38th prince of the line, was invested with the title of "Sah" by the Emperor Nasir-uddin of Delhi; from this time the Rajas of Tehri have been styled "Sah."

In 1804, the Nepalese extended their conquests to Garhwal and expelled Raja Pradyumna (or Parduman) Sah, who took refuge in the plains. He collected a force of some 12,000 men, with whom he entered the Dun, having resolved to make an attempt to recover his kingdom. In this he was unsuccessful, and in an action fought at Khurbura, near Dehra, he perished with most of his Garhwali retainers (January 1804). His son Sudarshan Sah having escaped from the Gurkhas, fled to the plains and joined the English.

On the termination of the Nepal war in 1815, that portion of his hereditary possessions which lay to the west of the Alaknanda river was restored in 1820 to Raja Sudarshan Sah by Sanad (No. XIV); the lands to the east of the rivers Alaknanda and Mandakini, the Dehra Dun, and the pargana of Raingarh were retained by the British Government.

During the mutinies of 1857, the Raja rendered valuable assistance to Government. He died in June, 1859, without legitimate issue, and in accordance with the terms of the Treaty the State lapsed to Government; but in consideration of the services of Sudarshan Sah, his eldest illegitimate son, Bhawani Singh, was allowed to succeed (No. XV). Bhawani Singh subsequently (in 1862) received a Sanad (No. XVI), guaranteeing him the right of adoption. Raja Bhawani Singh died in December 1871 and was succeeded by his eldest son Partab Sah. Raja Partab Sah died in February, 1887, and was succeeded by his son, Kirti Sah, who was born on the 19th January 1874. During the latter's minority a Council of Regency has been formed, presided over by Rani Guleri, mother of the Raja. It has been decided to instal Kirti Sah on the *gadi* in March 1892, retaining the Council of Regency as a Consultative Council to assist the Chief in the administration, and imposing certain conditions for his guidance.

In 1864 the Raja leased (No. XVII) his forests to the British Government. This lease expired on the 30th April, 1884, but was renewed for a second term of 20 years from the 1st May 1885 (No. XVIII). Since its execution the Sheopuri Section of the Garhwal Forests has been relinquished by Government. This took place in June, 1887, after which date Government has paid the Raja Rupees 9,000 per annum, instead of Rupees 12,000, for the forests leased from him.

The area* of Garhwal is approximately 5,000 square miles, and the population by the census of 1881 numbers 199,836. The land revenue in the year 1888-89 amounted to Rupees 97,928, while the total receipts from all sources were Rupees 1,75,509. The Raja has no troops, and pays no annual tribute. Nazarana is taken on succession. The Raja receives a salute of 11 guns.

* According to the census of 1891 the area of Garhwal is 4,164 square miles, and the population is 241,242.

No. XIV.

SUNNUD granted to the RAJAH of GURHWAL under the seal and signature of the GOVERNOR-GENERAL—*dated 4th March 1820.*

Whereas the Provinces heretofore forming the Raj of Gurhwal have come into the possession of the British Government; and whereas Rajah Soodersun Sah, a descendant of the ancient Rajah of that country, has evinced his zeal and attachment to the British Government, the Governor-General in Council has conferred on Soodersun Sah, his heirs and successors, in perpetuity on the conditions hereinafter expressed, the whole of the Territory of Gurhwal, with the following exceptions, that is to say, *1st.*—The districts situated to the eastward of the River Alikamunda, and to the eastward of the River Mundagunnee, above its confluence with the aforementioned river. *2ndly.*—The Deyrah Dhoon. *3rdly.*—The Pergunnah of Raen Gurh. It will be the duty of the Rajah to make such settlement of the country now conferred upon him as shall be calculated to promote the happiness and welfare of the inhabitants, and to govern his subjects with justice, and to collect the revenues which he will appropriate to his own use. He is further required to prohibit and prevent the traffic in slaves, which is forbidden by the Regulations of the British Government. Whenever the British Government shall have occasion to require from the Rajah assistance in Begaurs, or supplies for the use of its troops, the Rajah is to provide the same to the extent of his ability, to afford every facility to the subjects of the British Government and others trading in his territory, or with the countries beyond it, and is at all times to conform to the directions of the British Government and its officers. The Rajah is not to alienate or mortgage any part of his possessions without the knowledge and consent of the British Government. While these conditions shall be faithfully observed, the British Government will guarantee the Rajah and his posterity in the secure possession of the country now conferred upon him and will defend him against his enemies.

The 4th March 1820.

No. XV.

TRANSLATION of a SUNNUD granting the TERRITORY of GURHWAL to RAJAH BHOWAN SINGH—*dated 6th September 1859.*

Be it known to the chowdhories, canongoes and zemindars of the Gurhwal Ilaga, that the Chief of Gurhwal having died, leaving no legitimate issue, the above territory has lapsed to the Government, with proprietary rights therein, but in consideration of the firm attachment and steady friendship of the late Rajah, and the valuable services which he rendered in 1857, the Government has resolved to confer upon Bhowan Sing, son of the deceased, and the heirs male of his body lawfully begotten, the Territory of Gurhwal which was in the possession of the late Rajah. I therefore do hereby grant to Bhowan Sing

and the heirs male of his body lawfully begotten, the title of Rajah, and the State of Gurhwal.

Be it also known that British subjects, both Native and European, shall have free access into the Rajah's territories for commerce or otherwise; that they shall receive the same consideration and protection as the subjects of the Rajah; that the Government shall have power to make roads through the Gurhwal Territory, and that this grant has been made on condition of good behaviour and of service, military and political, in time of danger and disturbance.

Dated

(Sd.)

No. XVI.

ADOPTION SUNNUD granted to RAJAH BHOWAN SING, of GURHWAL,—*11th March 1862.*

Her Majesty being desirous that the Governments of the several Princes and Chiefs of India, who now govern their own territories, should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to convey to you the assurance, that on failure of natural heirs the British Government will recognize and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown, and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

Dated 11th March 1862.

(Sd.) CANNING.

No. XVII.

AGREEMENT for the lease to the BRITISH GOVERNMENT of the forests in the territory of RAJAH BHOWANY SHAH, CHIEF of GURHWAL, for 20 years, from 1st May 1864 to 30th April 1884 A.D., entered into by RAJAH BHOWANY SHAH and LIEUTENANT-COLONEL H. RAMSAY, COMMISSIONER on behalf of GOVERNMENT—*dated 2nd October 1865.*

The conditions of this lease, which shall be equally binding on the Rajah and the said Government, are set forth in the following paragraphs:—

1st.—The Rajah Bhowany Shah hereby makes over in lease to the British Government all the forests of his territory, and declares that all his right,

title and interest in the timber and trees standing or felled lying within his said territory, is hereby transferred to the said Government, and the said Government is competent to appoint a Conservator with the requisite establishment for the protection of those forests.

2nd.—The said Government is authorised to take steps for the more complete conservation of any portion of the Deodar Forest comprised within the forests hereby leased to it, and may prohibit the grazing of cattle, or opening of thoroughfares therein, but so that no person is thereby made to suffer loss within such portion of forest, and the said Government may, from time to time, issue such orders as it may think proper for the more effectual protection of the trees.

3rd.—No person save the said Government shall have the right to cut or carry away timber (from the forests), but the privilege hereto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

4th.—No person shall be entitled to clear ground for building in the Deodar Forest, nor shall any one be permitted to cultivate the cleared ground in the midst of such forest.

5th.—The Rajah shall aid to the utmost of his power in the protection of the forests, and in the punishment of persons infringing the forest rules and regulations.

6th.—The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Rajah, shall be enforced, and the Rajah shall regard any infringement of those rules as an offence, and shall punish the offender.

7th.—The forest lying in Jounpoor shall be exempted from the conditions of this lease for two years, but after the 1st May 1866, it shall be deemed to be included in this lease.

8th.—The Rajah shall be competent to take whatever timber he may need for his personal use, or for the private requirements of his family.

9th.—The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted; on such compensation being paid, the Rajah will not object to the construction of the road.

10th.—The said Government shall have power to float down timber by means of streams, or open out roads for their conveyance, and to levy a tax on all timber floated down such streams or carried by such roads within the Rajah's territory. If any person shall float timber down such stream without having the Conservator's pass by him, or if the timber shall not correspond with the description given in the pass, such timber shall be deemed the property of Government, and the Conservator or his subordinate shall have power to confiscate it.

11th.—The sum of Rs. 10,000 shall be paid yearly by the British Government on fulfilment of the above recorded provisions, as consideration for the lease of all the Forests in the Rajah's territory.

12th.—The above recorded provisions shall hold good for 20 years from the 1st May 1864, but on expiration of that period, the British Government shall be competent to continue the lease for another term of 20 years, and similarly on expiration of the second term of 20 years shall be entitled to renew it for a further term, but the consideration to be paid for each such subsequent lease shall be determined by mutual agreement and consent of both parties, *viz.*, of the British Government and the Rajah Sahib.

This Agreement shall be signed by both the contracting parties, and one copy of it shall be deposited with the British Government, and another copy be kept by the Rajah.

Executed this 2nd day of October 1865.

No. XVIII.

Renewed Lease of Tehri Forests executed in 1885.

1. The Raja Partab Sah of Tehri hereby places at the disposal of the British Government the deodar forests in the Tons and Pabar valleys and the Sheopuri forests within his territory, the boundaries of which are set out in the schedule annexed. No person save the said Government shall have the right to take timber out of the said forests; but any privileges hitherto enjoyed by the ryots of taking wood for building houses, for burning, for making ploughs, and generally for agricultural purposes, shall continue intact.

2. The said Government is authorised to take steps for the more complete conservation of any portion of the forests hereby placed at its disposal. The said Government may prohibit the grazing of cattle or opening of thoroughfares therein, with due regard to the existing privileges of villages which have hitherto exercised the right of grazing; and the Conservator of Forests may from time to time issue such further orders, with the approval of the Raja, as he may think proper for the more effectual protection of the trees.

3. No person shall be entitled to clear ground for building in the forest referred to in clause 2, nor shall any one be permitted to cultivate on the cleared ground in the midst of such forests.

4. The Raja shall aid to the utmost of his power in the protection of the forests and in the punishment of persons infringing the forest rules and regulations.

5. The rules and regulations laid down by the Conservator in regard to the forests having been approved by the Raja, shall be enforced, and the Raja shall regard any infringement of those rules as an offence and shall punish the offender.

6. The Raja shall be competent to take whatever timber he may need for his personal use or for the private requirements of his family.

7. The British Government shall be entitled to make roads which may require to pass through fields containing standing crops, but shall be bound to make compensation for the loss thereby inflicted. On such compensation being paid, the Raja will not object to the construction of the road.

8. The sum of Rupees 12,000 shall be paid yearly by the British Government in fulfilment of the above recorded provisions as consideration for the lease.

9. The above recorded provision shall hold good for twenty years from the 1st May 1885, and on the expiry of that period the British Government shall be entitled to renew it for a further term; but the consideration for such subsequent lease shall be determined by mutual agreement and consent of both parties (namely, of the British Government and of the Raja of Tehri) and based upon the fair value of the timber to be annually taken out. One copy of this Agreement, after it has been signed by or on behalf of both the contracting parties, shall be deposited with the British Government and another copy shall be kept by the Raja.

NOTE.—The above lease was submitted to the Government of India, Home Department (Forests), under letter No. 244-F.—12-59, dated 20th April 1885. Since its execution the Sheopuri Forests have been relinquished (30th June 1887) by Government, and instead of Rupees 12,000 (Article 8) Rupees 8,000 are now paid by the British Government.

Schedule of boundaries of Tehri-Garhwal leased forests attached to the Jamsar Division.

DEOTA FOREST, INCLUDING DEOTA, LAMBATACH, BAMSU, SURAS, AND KOTIGAD BLOCKS.

North.—A line demarcated by pillars from a point (pillar No. 28) on the Paji Dhar above Bargatgad, passing south of village lands of Makari, to a point on the Damrarigad (pillar No. 47).

East.—A demarcated line from the last mentioned point, passing above the Jajrari, Bamsu, and Deota villages to the Bagiar stream, half a mile above its junction with the Tons (pillar No. 1).

South.—From the last mentioned point, a demarcated line running above the old Khinari and Pokhari villages to a point on the Lohasudhar (pillar No. 11).

West.—From the last mentioned point a demarcated line skirting Karshi, Mainegaon, Bhatar and Dhamti villages to the point on the Pajidhar (pillar No. 28).

DATMIR FOREST.

North.—A demarcated line from a pillar on the main ridge between Tons and Rupun rivers to a point above Gungar village.

East.—From the latter point down the spur to a point on the bank of the Tons river.

South.—From this point, along the right bank of the Tons river to a pillar about three-fourth mile below the bridge near Datmir village.

West.—From the last mentioned point up the Sendrugad to the main ridge between the Tons and Rupin.

There is also a small detached block demarcated by ten pillars on the left bank of the Tons, below Datmir village.

CHAUSIL FOREST, INCLUDING DEDRAGAD, ANDRIGAD, GOHAL, AND SHALDAR BLOCKS.

North.—From pillar No. 1 at the source of Gattaigad along the Chausil ridge to a point above the waterfalls on the Jodargad.

East.—From the last point along a ridge east of the Jodargad to pillar No. 83 above the Kunigad, thence by a demarcated line crossing the Jodargad, and above the Shaldar cultivation to pillar No. 63, on the northern boundary of the Suras block of the Deota forest.

South.—From the last point, along the boundary of the Suras block to pillar No. 62, and thence by a demarcated line round Gokul, Manda and Cheo cultivation to pillar No. 12 on the Kasla Manda ridge between Tehri-Garhwal and Kuental State to pillar No. 1.

West.—Along the boundary of Kuental State to pillar No. 1.

NORANU FOREST.

West and North.—From pillar No. 1 on main ridge between Shaldar and Noranagads, along the water parting of Rupin and Tons rivers to pillar No. 12 on Pariondanda.

East.—From pillar No. 12 by a demarcated line to pillar No. 11.

South.—From pillar No. 11 by a demarcated line above the cultivation of Noranu to pillar No. 1.

NAINTWAR FOREST.

West and North.—From pillar No. 18 along Rainudhars, separating the Rupin and the Tons rivers to pillar No. 1 on the Baladhar.

East.—Down the Bala and Kuba Karsha dhars to pillar No. 46.

South.—By a demarcated line above the cultivation of Koarlu to pillar No. 18.

III. FARRUKHABAD.

BEFORE the cession of Rohilkhand to the British Government the Farrukhabad territory was almost entirely surrounded by the dominions of the Wazir of Oudh. A tribute of Rupees 4,50,000 was paid by the Nawab Rais of Farrukhabad to the Wazir. This tribute was ceded to the British Government by the Treaty with the Wazir of 10th November 1801 (Oudh Treaty No. XXXVIII). In 1802 the Nawab ceded (No. XIX) the sovereignty of the province to the British Government, who settled on him and his heirs and successors a stipend of Rupees 1,08,000 a year.

The last Nawab Rais of Farrukhabad, Tafazzul Husain, rebelled in 1857. He surrendered on 7th January 1859 under the proclamation of amnesty, and was tried before a Special Commission on various counts, charging him, *first*, with rebelling and waging war against the British Government, and acting as a leader and instigator in revolt; and, *secondly*, with being a principal and accessory both before and after the fact to the murder of many British subjects, Eurasian and Native. He was convicted and sentenced to death, and all his property was adjudged to be confiscated. But it came out on the trial, and was pleaded by the prisoner as a bar to the execution of the sentence, that before his surrender a letter had been written to him by Major Barrow, the Special Commissioner with the camp of the Commander-in-Chief, in which he was invited to surrender; and that in this letter he was told that pardon had been extended to all who had not personally committed the murder of British subjects, and that if he had not personally committed the murder of British subjects he might surrender without apprehension. Government condemned and disavowed this act of Major Barrow, but forbore in consequence of it from carrying out the capital sentence, on condition that Tafazzul Husain should immediately quit the British territories for ever. He was carried to Aden and sent across the frontier in the direction of Mecca, and warned that, if ever he set foot on British territory, the sentence of death which had been passed upon him would be carried out.

Tafazzul Husain died at Mecca on 19th February 1882. His son, Asghar Husain Khan, is still alive and in receipt of a hereditary pension of Rupees 260-5-4 a month.

As regards the Treaty of 1802 it was held that, as between the British Government and the Nawab Rais, the Treaty was cancelled by Tafazzul

Husain's rebellion, but that this breach of engagement by Tafazzul Husain did not of itself affect the rights of third parties recognised or created by the Treaty. The pension guaranteed by Article 2, and the property and annual payments guaranteed by Articles 3, 4, and 7, were therefore resumed, and a small subsistence allowance was granted to those who were dependent on these payments and had no other means of support, provided they took no part in and gave no encouragement to rebellion. But the pensions guaranteed by Article 5 and the rent-free land and jagirs alluded to in Article 8 were continued to the holders, provided they were not implicated in rebellion, and did not hold their pensions or lands on condition of service, the performance of which was no longer possible. These pensions have now been commuted to a large extent.

No. XIX.

TREATY with the NABOB of FURRUCKABAD—*4th June 1802.*

Treaty between the Honourable East India Company and the Nabob Imdad Hoossain Khan, for ceding to the Honourable the East India Company, in perpetual sovereignty, the province of Furruckabad and its dependencies, in commutation of the tribute hitherto payable by the said Nabob to the Honourable Company, concluded on the one part by the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, by virtue of full powers vested in him for that purpose by His Excellency the Most Noble the Governor-General, and on the other part by the Nabob Imdad Hoossain Khan Behauder, Nasser Jung, on behalf of himself, his heirs and successors.

ARTICLE 1.

It is hereby stipulated and agreed that the province of Furruckabad and its dependencies shall be ceded, in perpetual sovereignty, to the Honourable the East India Company, from the commencement of the Fussellee year 1210, the Nabob transferring to the Company his right and property in the same, with the exceptions hereafter mentioned.

ARTICLE 2.

With a view of providing for the maintenance and dignity of the Nabob Imdad Hoossain Khan Behauder, it is agreed that he shall receive a monthly allowance of nine thousand Rupees (or one lack and eight thousand Rupees annually) which allowance shall be continued to his heirs and successors, and shall not be subject to any diminution, from any cause whatsoever. And it is further agreed that the said Nabob shall be treated on all occasions with the attention, respect, and honour due to his rank and situation, and to a friend of the British Government.

ARTICLE 3.

The Honourable the Lieutenant-Governor engages that two thousand Rupees yearly shall be allowed for the expenses of the Imaunbarrah; and that the amount of three thousand six hundred Rupees yearly, for the payment of the allowances to the separate mehals of the late Nabob Mozuffer Jung, hitherto paid by Omroo Begum, shall be distributed hereafter by the Nabob, who shall deliver the receipts for the same to the Company's Civil Officer; provided it should be found that these allowances have not been regularly paid by Omroo Begum.

ARTICLE 4.

In compliance with the Nabob's desire, the gardens formerly the property of his father, the village of Sereyah Neamutpoor, the forfeited houses in Furruckabad, and the property of the Ramee Souheb, shall be considered as his exclusive property, if there should appear to be no other person legally entitled to such property.

ARTICLE 5.

As the detailed list given in by the Nabob, of family connections and attendants, under the head of pensions, and the list delivered in by Kherud Mund Khan, are in many respects different, and as it is the intention of the British Government that provision should be made for persons whose claims to pensions shall appear to be well founded, it is hereby agreed that the rights of the different claimants shall be inquired into by the civil officer appointed by the British Government, in conjunction with the Nabob, and that Sunnuds shall be granted, under their joint seals and signatures, agreeably to which Sunnuds the pensioners shall be paid by the Nabob, who will deliver their receipts to the Company's Civil Officer.

ARTICLE 6.

The authority of the Court of Adawlut shall not extend to the person of the Nabob ; but as his connections and dependants are undefined, and as it is the object of the British Government to introduce a fair and impartial administration of justice throughout the province of Furruckabad, it is agreed that whatever complaints may be preferred against any of the Nabob's dependants, shall, in the first instance, be referred to the Nabob, and, in the event of the complainant not receiving speedy justice, or being dissatisfied with the Nabob's decision, the complaint shall be decided in the Court of Adawlut.

ARTICLE 7.

In compliance with the Nabob's request, allowances shall be granted to the undermentioned persons, to be continued so long as their conduct shall be satisfactory to the British Government and to the Nabob :

Esaum Khan	Rs. 5,000 annually.
Purmul Khan and Muhammad Khan	„ 5,000 do.
Rhodan Buksh, Phi Vakeel, on the part of the Nabob, to attend the Civil Officer appointed to Furruckabad	„ 4,000 do.
Ahmed Buksh and Muhammad Zellah	„ 2,000 do.

ARTICLE 8.

The rent-free lands, the daily and yearly pensions, and the jaghires, shall be continued, if upon a fair investigation they shall appear to have been established previously to the death of Mozuffer Jung.

ARTICLE 9.

This Treaty, consisting of nine Articles, having been settled and concluded at the City of Bareilly, on the 4th day of June 1802, corresponding with the 3rd day of Suffer, 1217 Hegira, the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces in Oudh, has delivered to the Nabob Imdad Hoossain Khan, Nasser Jung Behauder, a copy of the same in English

and Persian, under his seal and signature, and the said Nabob has delivered to the Honourable Henry Wellesley, Lieutenant-Governor of the Ceded Provinces, another copy of the same, under his seal and signature, and the Honourable Henry Wellesley engages to procure within the space of thirty days, a ratification of the Treaty, under the seal and signature of His Excellency the Most Noble the Governor-General.

The Seal of the
Honourable
Henry Wellesley.

The Seal of the
Nabob Imdad
Hossain Khan.

(Sd.) HENRY WELLESLEY.

N.B.—This Treaty was ratified by the Governor-General in Council, the 24th June 1802.

IV. BENARES.

THIS family was founded by Mansa Ram, zamindar of Gangapur, who died in 1740 and was succeeded by Raja Balwant Singh. Balwant Singh joined Shah Alam and Shuja-ud-Daula in their invasion of Bengal in 1763. He joined the British camp with the Emperor after the battle of Baxar, and in the arrangements made with the Emperor in 1764,* his zamindari was transferred from Oudh to the British Government. The arrangements thus made were disapproved by the Home Government, and when the Treaty of 1765 was concluded with Shuja-ud-Daula, the estate of Raja Balwant Singh was restored to Oudh, the Nawab engaging to continue him in possession on condition of his paying the same revenue as before (*See Art. 5 of Treaty of 1765, Oudh, No. XXV*).

In 1770, on the death of Balwant Singh, the Wazir of Oudh wished to dispossess the family, but the British Government compelled him to recognize the succession of Chait Singh (son of Balwant Singh by a Rajput slave girl) and to grant him a Sanad (No. XX) under their guarantee. By the Treaty concluded with the Nawab Wazir of Oudh in 1775 (Oudh, No. XXX) the sovereignty of the districts dependent on Raja Chait Singh was ceded in perpetuity to the British Government. A Sanad (No. XXI) was however given to the Raja in 1776 confirming him in his zamindari, and the civil and criminal administration thereof, subject to an annual net payment of Sikka Rupees 22,66,180, and on condition of his adopting measures for the interest and security of the country and the preservation of the peace. The Raja was also allowed to coin money.

In 1778 it was proposed that the Raja should be required to pay a subsidy of five lakhs of rupees for the maintenance of three battalions of sepoys. He consented to the arrangement for one year. The contribution was again levied in 1779 and in 1780, and the Raja was also required to employ his cavalry for the general service of the State. Chait Singh manifested great reluctance to meet these demands and to fulfil his feudal obligations to the British Government. He was also believed to be secretly disaffected and to have corresponded with the enemies of the British Government, and he was therefore put under arrest in his own house in September 1781, by order of Warren Hastings, the Governor-General, who had proceeded in person to Benares to confer with the Raja. A tumult ensued, in which the military

* cf. *sub* Delhi (Vol. IX).

guard over the Raja were cut down and the Raja escaped. Chait Singh collected his troops, and appealed for aid to some of the princes of Hindustan. But his troops were defeated in several petty skirmishes, and the rebellion was crushed. Raja Chait Singh was deprived of his estate, which was given in September 1781 (No. XXII), subject to a tribute of forty lakhs of rupees, to his nephew, Raja Mahip Narayan, lineal grandson of Raja Balwant Singh by a daughter, the offspring of his wife Rani Gulab Kunwar. The criminal administration of the zamindari and the civil and criminal administration of the city of Benares, together with the power of the mint, were taken out of the new Raja's hands. Raja Chait Singh took refuge with Sindhia, and died at Gwalior, in 1810.

In 1794 an Agreement (No. XXIII) was concluded with Raja Mahip Narayan for the purpose of introducing into the province of Benares the same system of judicial and revenue administration as had been established in 1793 in the provinces of Bengal, Behar, and Orissa, the Raja agreeing to accept one lakh of rupees a year in commutation of his zamindari rights in the province, exclusive of the jagirs and *attamgha* grants constituting his family domains, which were left to the exclusive management of the Raja.

The relations of the Raja with the Paramount Power in respect of his family domains are defined by Regulation VII of 1828 and Act XIV of 1881 passed in amendment thereof. In the management of his Family Domains the Raja exercises the powers of a Collector of land revenue, and is in other respects subordinate to the Superintendent appointed by Government to supervise the general administration of the domains. The courts of the Family Domains exercise summary jurisdiction in civil and revenue matters. Under the orders of the Government of India, a revenue settlement of the lands constituting the Family Domains was made by a British Officer. The operations were begun in 1831, and concluded in 1836.

Raja Mahip Narayan died in September 1794 and was succeeded by his son Udit Narayan Singh. He was succeeded in March 1835 by his nephew and adopted son, Ishwari Prasad Narayan Singh, who for his loyal services in the mutiny received from the Government of India, in 1859, as a personal distinction, the title of "Maharaja Bahadur." In March 1862 the Maharaja received the assurance by a Sanad (No. XXIV), that on failure of natural heirs, Government will permit and confirm any adoption of a successor made by himself or by any future chief of his Estate that may be in accordance with Hindu law and the customs of his race. On the 1st January 1877 he was created a

Knight Grand Commander of the Order of the Star of India. Maharaja Ishwari Prasad died in June 1889, and was succeeded by his nephew and adopted son, Prabhu Narayan Singh. The title of "Maharaja Bahadur" was conferred upon the present zamindar in the same year, together with the privilege, which was enjoyed by his immediate predecessor, of being addressed by the title of Highness, both being personal distinctions. The Family Domains have been specially exempted as an act of grace from the operation of Act XVIII of 1871 (Road Cess Act), and from the famine cess leviable under Act III of 1878; but this concession has been granted subject to the condition that due provision is locally made for the objects which these enactments have in view. They have also been exempted from the operation of the Patwaris Act. The Maharaja receives a salute of 13 guns.

The Family Domains consist of the parganas of Kaswar Raja or Gangapur in the Benares district and Kera Mangraur (or Chakia) and Bhadohi in the district of Mirzapur. Their area is 985 square miles with a population at the census in 1881 of 439,951.* The rental is now Rupees 9,51,711, out of which Rupees 3,13,379 are paid as revenue to the British Government.

* According to the latest figures (1891) the area is 983 square miles, and the population 448,274.

No. XX.

TRANSLATION of the new KOWLNAMA, or AGREEMENT, given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING—6th September 1773.

The affairs of the zemindary and tahud of the Circar of Benares, and Circar Chunara, and of the mehals of Juanpoor, Bejeypoor, Buddohy, Suknesegurrah, Mulboos Khan, Circar Gazeepoor, Sikinderpoor, Khereed Shadeyabad, Toppeh Serinch, &c., which were under the charge of Rajah Bulwunt Sing, deceased, I do hereby grant and confirm unto you, upon their former footing: it is necessary that, after deducting the nankar and half of the jaghire of Buddohy, you monthly and annually pay into the treasury of the Circar the established and stated payments. By the favour of God, whatever is promotive of your honour shall be performed, and exclusive of the jumma specified in the kabooleat of the present Fussullee year 1178, no increase shall ever hereafter be demanded, and if you remain firm and steady in your obedience and in the payment of your rents, no harm shall, by any means, happen to your ryots or country. By the Word of God, and of the Holy Koran, and of the blessed Imaums, this Agreement is made between me and my heirs, and you and your heirs, and it shall never be deviated from.

Dated this 18th day of the moon Jemmadie-ul-Saany, in the year 1177 Hegira, answering to the 6th September 1773 English style.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

TRANSLATION of the POTTAH given by the NAWAB SHUJAH-UL-DOWLAH to RAJAH CHEYT SING—22nd November 1770.

The Circar of Benares and Chunara, and the mehals of the Circar of Juanpoor, &c., including land-rents, and sayer duties, and Havelly Mahomedabad (Benares), Mulboos Khana, Pergunnah Booder, &c., Talook of Sekima Mow, in the dependencies of the Pergunnah Khaundas, Pergunnah Buddohy, Luknesegur, Bejeypoor, Circar Gazeepoor, Pergunnah Sikinderpoor, Khereed Shadeyabad, and Toppeh Serinch, &c., land-rents and sayer duties included; after deducting the dustoor dewanny, nankar, half of the Jaghire of Buddohy and the other exempted jaghires, and whatever has formerly been allowed as deductions; I do now fully grant and make over to you, in the terms of your kabooleat, from the first of Khareef, 1178, in consideration of the sum of Benares Cnm Sunna Rupers 22,48,449, Assel and Ezafa, as specified underneath, clear of all expenses of Sebundy. It is necessary that you pay the

above sum to the Circar, according to the stated and established kists, year by year; and by the favour of God there shall never be any deviation from this Agreement.

PARTICULARS, viz. :—

Paid by Rajah Bulwunt Sing, as follows :—

Benares	12,00,607
Buddohy	1,30,000
Lucknesegur	16,000
Bejeypoor	2,00,000
Gazepoor	5,00,000
Shadeyabad	40,000
	<hr/>
	20,86,607
Deduct nankar, half of the jaghire of Buddohy and Altemgah, &c. .	88,158
	<hr/>
Net Revenue paid by Rajah Bulwunt Sing	19,98,449
Increase settled with Rajah Cheyt Sing	2,50,000
	<hr/>
Net Revenue to be paid by Rajah Cheyt Sing	<u>22,48,449</u>

Dated the 27th of Rejeb, in the year of Hegira 1184.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

From the GOVERNOR to RAJAH CHEYT SING.

At this time, the Vizier of the Empire having given you an Agreement, under his hand and seal, which I have countersigned and also affixed my seal to, it is necessary that conformably thereto, and according to the Treaty concluded at Allahabad by Lord Clive and the Vizier respecting Rajah Bulwunt Sing, your deceased father, you, with the greatest cheerfulness, pay to the Vizier the rents thereby established; in which case the Company will always attend to your welfare, and afford you their care and protection, and in the Agreements aforementioned there shall never be any breach or deviation.

(A true translation.)

(Sd.) WILLIAM REDFEARN,
Persian Translator.

No. XXI.

TRANSLATION of the SUNNUD granted to RAJAH CHEYT SING, for the ZEMINDARY of GAZEETPORE, BENARES, &c.,—15th April 1776.

Be it known to the mutsuddies in office, present and to come, canongoes, mukudums, ryots, cultivators, to all the inhabitants and people resident and belonging to Circar Benares, Gazeepore, and Chunara, in the Soubah of Allahabad; that whereas, by virtue of a Treaty with the Nabob Ausuf-ul-Dowlah, concluded on the 20th of Rubby-ul-Ewul, 1189 Hegira, or 21st of May 1775, the government and sovereignty of the Circars above-mentioned has been ceded to the Honourable East India Company, from the 4th of Jemmadie-ul-Awul, 1189 Hegira, or 4th July 1775; the said East India Company, therefore, pursuant to the rights thereby obtained, do confirm unto Rajah Cheyt Sing the zemindary, aumeeny, and foudjarry of the said Circars, agreeably to the zimmun, together with the kutwallies of Jaunpore and Benares, and the Mint of Benares, from the said date. Whatever gold and silver shall be coined in the Mint, the said Rajah shall coin conformably to his muchulka; he is not to be in the smallest particular remiss in the observation and execution of the several duties incumbent on him. He is to behave with moderation and kindness to the ryots and people; to promote the cultivation and increase of inhabitants and produce of the lands; expelling thieves, nightly assaulters, and robbers; and so effectually punishing the disturbers of the peace, that no trace of them may be seen; and he is to pay a tribute of 23,40,249 Benares Muchleedar Rupees or 22,66,180 Calcutta Siccas, annually, to the Company's treasurers. Should he receive orders to pay the above revenue at Benares, he shall, in that case, pay the sum of 23,40,249 Benares Muchleedar Rupees, each rupee to weigh ten massa, and to contain two ruttees and two chowls of alloy, and no more: should the weight be less or the alloy more, he shall make up the deficiency. Whenever the money shall not be wanted at Benares, he is to remit the annual amount of 22,66,180 Sicca Rupees, punctually, agreeably to his kists, by monthly payments at Calcutta. In consideration of which he shall be allowed a deduction of 2 per cent., amounting in all to Sicca Rupees 44,434-14-5, account hindowunny, which being deducted, the net amount is 22,21,745-1-15 Sicca Rupees of Calcutta, which he is to pay at that place. After the settlement of accounts at the end of the year, he shall, in the customary manner, receive credit for his payments; and he is by no means to collect the prohibited Abwab of the Durgah of His Majesty. This Sunnud being granted is to remain in force. You, the mutsuddies and persons above-mentioned, are to regard the said Rajah as the truly and lawfully possessed of the zemindary, aumeeny, and foudjarry of the above Circars; and to acknowledge his authority in the several acts appertaining thereunto. Know that we have here issued the most strict and positive commands, and obey them accordingly.

Written on the 25th of Suffer, 17th Sun, or 15th April 1776.

Signed by the Governor-General and Council.

The Zimmun.

The office of the zemindary of Circar Benares, Gauzepore, Chundara, the kutwally, the duties of the Mint, in the Soubah of Allahabad, have been conferred upon the great Chief, Rajah Cheyt Sing Behauder, also the aumeeny and foudjedarry.

Mehals 19, viz:—

Circar Benares, Chundara, Circar Gauzepore, Mehals of Jaunpore, comprehending maul and duties, Haveli Mahumud Abad, Benares; the Labs Daums, or for supplying clothing to the King; Pergunnah Bhadury; the Talook of Sukramrow, in Chundar; Suktegar, Bidgepoor, Secunderpore, Thireed; Shadyabad, Tuppa Seringa; the kutwally and duties of Benares, free; ditto ditto of Jaunpore, ditto; the mehal of the Mint of Benares, ditto; the Benares Mukeemi, or brokerage; the Sungwozinee, or stone-weighing of Benares, and the other mehals; yatesaundby, or office of Mutesaub of Benares.

POTTAH granted to CHEYT SING.

This Pottah, containing the underwritten stipulations, is granted unto Rajah Cheyt Sing Behauder.

Circar Benares, Gauzepore, Chunar, and the mehals of Circar of Jaunpore comprehending the maul and duties, Haveli Mahumud Abad, Benares, the Khausdums in Pergunnah Bhadry; Talook of Sunkeramrow, in Pergunnah Chunara; Suktesgurra, Bijeeppoor, Circar Gauzepoor, Pergunnah Sekunderpoor Khurreed, Shadyabad, Putna, Sirkunjea, including the kutwally duties of Jaunpore and Benares; the Mint of Benares; the mokeemy, yatisaub, and stone-weighing, both maul and duties; and the Dewanny dustoor, excepting the nankar of half the jaghire of Bhaudree, the exempted jaghire and ayma, which have been inserted for a length of time in the accounts as deductions; all the articles of the Tabud are settled upon you from the 4th Jemmadie-ul-Auwul, 1189 Hegira, or the 4th July 1775 English, at a stipulation per annum of 23,40,249 Mahidar Benares Rupees, not short of the weight of ten massa each, and not containing a greater portion of alloy than two ruttees and two berinjees, agreeable to your muchulka and kabooleat. This sum you will therefore pay. But should it not suit the convenience of the Company to receive it at Benares, you are to pay it in Calcutta, in Sicca Rupees of Calcutta, amounting in which specie to 22,66,180 Sicca Rupees. The amount of the hoondesean, or exchange, allowed you at the rate of 2 per cent, is Rupees 44,434-14-5, which being deducted, the net sum will be 22,21,745-1-15 Sicca Rupees of Calcutta. This you are to pay without the least deduction or depreciation whatever, in the course of each year, by monthly payments agreeable to your separate kistbundy. This you are to pay without any allowance for Sebundy. You will remit the money to Calcutta, without fail, conformable to the said kistbundy.

Particulars of the Tribute, viz. :—

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Former Kabooleat				20,86,607	0	0
Deduct :						
Nankar	9,800	0	0			
Exempted lands	8,000	0	0			
Maaffy, fourth part and Syry Sicca	2,358	0	0			
Half Jaghire of Bhadway	67,500	0	0			
Atamgau of Mussumaut Narad Bano	500	0	0			
				88,158	0	0
				19,98,449	0	0
Add :						
Nuzzeranah	90,000	0	0			
Tuppa	34,207	12	0			
Nukume, &c.	1,800	0	0			
				1,26,007	12	0
Increase :						
Total	2,50,000	0	0			
Deduct	34,207	12	0			
				2,15,792	4	0
Benares Rupees				23,24,949	0	0
Batta to reduce them into Siccas				74,069	0	0
Remain Sicca Rupees				22,66,180	0	0
Deduct Hindooaurin				44,434	14	5
Remains net amount in Siccas				22,21,745	1	15

Written on the 26th of Suffer, 17th year, or 15th April 1776.

KABOOLEAT or AGREEMENT executed by RAJAH CHEYT SING, for the ZEMINDARY of BENARES, &c.

Whereas a Treaty has been concluded between the English East India Company and the Nabob Asoph-ul-Dowlah Chia Cawn Behauder, Huzzubber Jung, Nazim of the Soubah of Allahabad, under date the 20th of Rubbee-ul-Awul, 1189 Hegira, or the 21st of May 1775 Christian, whereby the sovereignty of the Circars, Benares, Gazeepore, Chunara, &c., hath been ceded to the English East India Company, from the 4th of Jammadie-ul-Awul, 1189 Hegira, or the 4th July 1775 Christian, and the Company having granted the zemindary, the aumeeny, and the foujedarry of the aforesaid Circars, together with the kutwallies of Benares, and Jaunpore, &c., and the Mint of Benares, unto me, from the above date: I do hereby voluntarily consent, and agree, under my hand, that whatever coins shall be struck in the said Mint shall be

conformable to a separate obligation which I have executed under date the 25th of Zihigā, in the 17th year of the reign, and delivered to the Government for the Company. It shall be my duty to do every thing that may be needful and usual for the interest and security of the country; provide for the welfare of the inhabitants; to be attentive to the increase of cultivation and improvement of the revenues; to use my endeavours in such manner to expel robbers and assassins, and to punish offenders of every kind that not a trace of them may be left. And I will pay the annual revenue of Government, being at Benares, Muchlidar Rupees of Benares 23,40,249, each Rupee to weigh no less than 10 massa, and to contain no more alloy than 2 ruttees and 2 chowls; any deficiency of this standard to be made good. If the Government shall not have occasion to receive the same at Benares, I will in such case pay it at Calcutta annually, by monthly payments, according to kistbundy, and conformably to the tufassul zile or particulars in the margin, the sum being Calcutta Sicca Rupees 22,66,180, including nuzzeranah, &c., but deducting on account of hoondyan or exchange a premium of 2 per cent., which premium of 2 per cent., upon the whole sum, being Sicca Rupees 44,434-14-5, I will accordingly deduct for remitting the remainder to the Company's treasury at Calcutta, so that after the deduction of exchange I shall pay net and without further deduction into the treasury at Calcutta the sum of Calcutta Sicca Rupees 22,21,745-1-15 at the end of each year; after payment of the same and observing the conditions agreed upon, I shall receive a release or discharge in full, wherefore I have written this Agreement to be adhered to accordingly.

In the margin follows a list of monthly instalments.

Signed by the Rajah.

Seal of the
Rajah.

Dated 25th Suffer, 17th Sun, corresponding with the 15th April 1776 Christian.

TRANSLATION of RAJAH CHEYT SING'S AGREEMENT relative to the duties.

Whereas, the duties of the sayers dependent on me have been fixed and decreed in the presence of the Governor at the following rates, which are to be taken from the English and Indostan Merchants, without distinction; for this cause I give in writing that I will demand no more, nor will consent to an exemption in favour of any man, excepting broadcloth, and lead and copper purchased at the Company, which shall be accompanied by a letter from the Governor; on these I will consider the duties as excused and discontinued, nor in any respect interrupt or impede them.

	At Chowan.	Zemance.	Gbeely.	Seepore and Gungapore.	Mirzapore.	Cudjewa.	Durra.	Gazepore.	Total.
	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs.	St. Rs. & p.
On Kerana, as dry Ginger, Pepper, &c., per tuggay of 6 Mirzapore mds. . .	0 8 0	0 7 3	0 7 3	1 13 9	1 15 0	0 4 9	0 6 0	3 1 3	9 0 6
On Cloth, Silk, Cloves, Nutmegs, &c.	1 4 0	0 15 0	1 0 0	5 10 0	7 9 3	0 10 3	0 12 0	5 3 0	23 0 0
On Tin, Toothnaque, &c. .	0 8 3	0 7 6	0 7 6	1 14 0	2 13 0	0 7 0	0 6 9	3 0 0	10 0 0
On Iron	0 4 8	0 3 3	0 3 9	0 11 0	0 15 3	0 2 0	0 2 0	1 14 6	4 8 0
On Copper	0 8 3	0 7 9	0 8 0	3 6 9	0 3 15	0 7 9	0 6 6	3 4 0	13 0 0
On Cloth, per bale con- taining 6 pieces	0 14 3	0 14 3	0 7 6	3 4 6	0 3 9	0 5 0	0 6 0	2 3 6	13 0 0
On Cotton	0 6 6	0 6 0	0 6 0	1 8 0	0 2 4	0 5 9	0 4 9	2 15 0	8 8 0
On Chatta, &c., Coarse Cloth	0 3 6	0 3 6	0 3 6	1 2 0	0 3 6	0 3 3	0 3 0	1 5 3	6 13 0
On Betel-nut	0 6 0	0 6 0	0 6 0	1 9 0	1 10 0	0 3 9	0 5 3	2 2 0	7 0 0

At Benares 2 per cent. on the purchase price as usual.

No. XXII.

POTTAH granted to RAJAH MAHIPNARAIN BEHAUDER, of
BENARES,—14th September 1781.

Whereas, the Circar of Benares and Chunar and the mehals of the Circar of Jawenpoor, both maul and sayer and Havelly Mahomedabad, Benares, and the Daums of the Molboos-khana and the pergunnah Bheddohce and the talook of Sungramow dependent on the pergunnah of Chunda and Sukteesghur, and the pergunnah Cunteel, called Beejeypoor, and the Circar of Gauzeepoor, and the pergunnah of Secunderpoor, and Khereed and Shadikabad and Tuppee Serincha, with the maul and sayer and kutwalley of Jawenpoor, and the Mokeeme and Yettisaub, and Sangwozinee of Benares, both maul and sayer, with the dustoor dewanny, besides half of the jaghire of the pergunnah Bheddohce, &c., and the maafee to the Rozeenadars, and other expenses of the Husubminhaye, conformable to your kaboolat, have been granted to you, from the beginning of the month of Assin, 1189 Fussellee, answering to the 14th September 1781, at the agreement of forty lacks of Sicca Rupees, struck in the town of Benares, as a fixed and perpetual sum, without alteration, for every year, and from that amount the sum of 6,66,666-10-10 (six lacks sixty-six thousand, six hundred and sixty-six Sicca Rupees, ten annas and ten gundas) for this year, which is 1189 Fussellee, on account of devastations, &c., in the two months of disturbances, having been remitted, the remaining

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account of the Maulwajib maulguzarry of the Sicca being 33,33,333-5-10 (thirty-three lacks, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca coin, of due standard and weight, agreeably to the separate kistbundy and kabooleat which you have written and delivered under your own seal; you will, month by month, without excuse or delay, and without the expense of the Sebundy and other expenses, conformable to the kists mentioned in them, pay duly as the khazana to the Circar, and in the next year the fixed and perpetual yearly amount, jumma of forty lacks of Sicca Rupees, which you have agreed to, and the kistbundy of which also you have delivered under your own seal into the dufter of the Circar; conformably thereto you will yearly discharge as the maulguzarry to the Circar. By the blessing of God, from this Agreement, in no instance, shall there ever be any deviation or failure.

The Bundobust of the year 1189 Fussellee.

	<i>Rs.</i>	<i>a.</i>	<i>p.</i>	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
Conformably to the papers	49,06,002	12	0			
Increase to the advantage of the Circar	4,00,000	0	0	53,06,002	12	0
Deduct the jaghires, &c.:						
Jaghire of Benoram Pundit	25,000	0	0			
Ditto of Bundoo Khan	2,000	0	0			
Ditto of Jaghernaut Surbadar	1,200	0	0			
Restored to the Rozeenadars	33,296	0	0	61,496	0	0
				52,44,506	12	0
Deduct the expenses of Mehals, Amanee, &c.:						
The expenses of Mehals Amanee	41,119	6	10			
Maâfee Maumoulee	1,02,598	8	10	1,43,717	15	0
				51,00,788	13	0
Deduct the Mehal of Keiraghur, of which the Maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Behander				1,98,046	14	0
				49,02,741	15	0
Deduct my jaghire, &c., with those of my dependents:						
Half the Pergunnah of Bheddobee	1,58,341	0	0			
The Pergunnah of Mahaiche	60,000	0	0			
The Pergunnah of Siedpoor	54,000	0	0			
My salary, &c., and those of my dependents	6,30,400	15	0	9,02,741	15	0
				40,00,000	0	0
Deduct the devastations, &c., of two months' disturbances				6,36,666	10	10
Balance, Benares Sicca Rupees	33,33,333	5	10			

From the year 1190 Fussellee a fixed and perpetual sum.

	<i>Rs.</i>	<i>a. p.</i>
Conformably to the former Bundobest	33,33,333	5 10
Increase taken from the deductions on account of the devastations, &c.	6,66,666	10 10
Total, Benares Sicca	40,00,000	0 0

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,

Persian Translator.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

KABOOLEAT of RAJAH MAHIPNARAIN BEHAUDER,—*14th September 1781.*

I, Rajah Mahipnarain Behauder :

Whereas, the zemindarry of the Circar of Benares and Chunar, and the mehals of the Circar of Jawenpoor, both maul and sayer, and Haveli Mahomedabad, Benares, and the daums of the Mulboos Khana, and the Pergunnah Bheddohce, and the Talook of Sungramow, dependent on the Pergunnah of Chanda, and Suktusgur and Canteel, called Beedjeypoor, and the Circar of Gazeepoor, and the Pergunnah of Secunderpore, and Kheerud and Shaaduabad, and Tuppee Serincha, with the maul and sayer and Kutwally of Jawenpoor, and the Mookemee and Yettisaub, and Sangwozinee of Benares, and the entire mehals, both maul and sayer, with the dustoor dewanny of the Soubah Illahabad, besides the Mehal of Keeraghur, of which the maulguzarry is appropriated to the Circar of the Nabob Vizier-ul-Momalik Ausuf-ud-Dowlah Behauder, and the mehals of the jaghires held by the Rozeenaders, and the expenses agreeably to the Husubminhayee, or account of deductions, has been given in perpetuity to me from the Honourable Company, at the fixed and perpetual yearly sum of forty lacks of Benares Sicca Rupees, of full weight and standard, I have agreed to it, of my own free and entire will; and of that amount the sum of 6,66,666-10-10 (six lacks, sixty-six thousand, six hundred and sixty-six Rupees, ten annas and ten gundas) having been remitted and deducted on account of the devastations, &c., in the two months' disturbances for this year 1189 Fusselle, I have acknowledged, without hesitation, the remaining sum of 33,33,333-5-10 (thirty-three lacks, thirty-three thousand, three hundred and thirty-three Rupees, five annas and ten gundas) of Benares Sicca standard, to be due from me, as the Maulwajib of the Circar

for the said year; and having written and delivered under my seal, upon a separate paper, the kistbundy of it, I engage and deliver in writing to this effect, that I will, agreeably to the kistbundy, month by month, without excuse or delay, duly pay the Khazana Aumeera of the Circar in the town of Benares; and at the end of the year I will take a receipt and discharge the whole. And the jumma of the next year, 1190 Fussellee, having been settled for the entire sum of forty lacks of Benares Siccas, as the perpetual and fixed sum for every year, that I also do include in this kabooleat, and engage that I will without excuse or delay, agreeably to the kists of the same, discharge, month by month, the Khazana Aumera of the Circar, and that I will, without fail, pay the money of the Rozeenadars, &c., conformably to the Hushoo-menhayes, and take a receipt for it; and that employing myself in the duties and affairs in my zemindarry, I will not neglect or be deficient in any one point of diligence and care, but I will behave with the greatest attention to the ryots, and to all people of every rank; and I will exert my utmost abilities in the cultivation and population of the country, and the increase of the revenues, so that it may improve daily: and I will act with such vigour in expelling thieves, night robbers, murderers, and all evil-doers, that not one of them shall remain within my zemindarry, and that no crimes and offences shall be heard of. I have, therefore, delivered these few lines in the nature of kabooleat, that it may be made use of when necessary.

Dated the 1st of Assin, 1189 Fussellee, answering to the 14th September 1781.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

AGREEMENT of RAJAH MAHIPNARAIN BEHAUDER, for the payment of the arrears.

Having been ordered from the Presence to collect and pay the Circar whatever balances remain of Cheyt Sing's administration, to the end of the year 1188, I therefore represent, that whatever I can collect of the balances for the above year I will pay to the Circar.

(A true copy.)

(Sd.) EDWARD COLEBROOKE,
Persian Translator.

(A true copy.)

(Sd.) E. HAY,
Sub-Secretary to the Honourable Board.

REQUESTS of RAJAH MAHIPNARAIN, to which he is hopeful that the GOVERNOR-GENERAL's signature may be affixed.

ARTICLE I.

Of the Mint and the Adaalet, &c., agreeably to the following list, whatever part shall be divided from my bundobust, I hope that the receipts of that may be deducted in the maulguzarry. 1, The Mint; 2, the Adaalet; 3, The Foujedarry; 4, The Kutwally of Benares; 5, The Nekhal; 6, The Brokerage from strangers; 7, The Farlashe; 8, The Rumar Khana; 9, The Dustoor upon rings.

ANSWER TO ARTICLE 1.

Of the Mint and Adaalet, &c., agreeably to the above list, whatever may be the average receipts for the five last years shall be deducted in the maulguzarry; but for the tax upon strangers, which out of regard to the welfare of the people and the population of the country, I have annulled, you shall have no deduction.

ARTICLE 2.

Whatever may be granted from the Presence to the zemindars, &c., for their support, I am hopeful may be deducted in the maulguzarry.

ANSWER TO ARTICLE 2.

The former zemindars and possessors, who received allowances and support, and who were in possession to the end of last year, and who are not included in the paper delivered to the Presence, shall be continued. Besides these, whatever further allowance for support may be made from the Presence to any zemindar, &c., shall be deducted in the maulguzarry.

ARTICLE 3.

Whatever may be the expenses on account of commission of English gentlemen, &c., I am unable to supply them: on this point I request your orders.

ANSWER TO ARTICLE 3.

Whatever article may be commissioned, you shall receive the price of it; besides, on the Company's account, there shall be no commission.

ARTICLE 4.

The way that the bundobust of affairs has been settled is well known to the Presence. In providing the Maulwajib of the Círcar, wherever I may see the means of making an increase of profit, I will make the bundobust accordingly. I am hopeful that no one may receive indulgence from the Presence.

ANSWER TO ARTICLE 4.

Wherever you may see the means of making an increase of profit, you will make the bundobust accordingly. No one shall receive indulgence from the Presence.

ARTICLE 5.

I am hopeful that the troops which shall be appointed from the Presence for the protection of the Circar of Benares, &c., may be stationed agreeably to my request.

ANSWER TO ARTICLE 5.

Wherever troops may be necessary, they shall be stationed.

ARTICLE 6.

Respecting the balances to the end of the year 1188, during Cheyt Sing's administration, I have been ordered from the Presence to collect and pay them to the Circar, I therefore represent that whatever of the balances for the above year I can collect, I will pay to the Circar.

ANSWER TO ARTICLE 6.

Agreed.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XXIII.

TRANSLATION OF AN AGREEMENT WITH RAJAH MAHIPNARAIN FOR
the ZEMINDAR OF BENARES,—27th October 1794.

The Governor-General in Council being at this time desirous to introduce, with the consent of Rajah Mahipnarain, the Zemindar, into the Zilla of Benares, for the advantage thereof, the same system and rules for the administration of justice and for the concerns of the revenue as was in 1793 established within the Provinces of Bengal, Behar, and Orissa during the Government of Marquis Cornwallis, and the said Rajah having, after consideration of the said circumstances, agreed to and approved thereof, so as that from the beginning of 1202, *fussilee*, the administration of justice, which hath hitherto remained in the hands of natives, shall be conducted by English gentlemen, and that there shall also be separately appointed a Collector (being in like manner a British subject) for the realization of the revenue, whilst the duties of the Court of Appeals are to be conducted under similar regulations as are provided to that effect in Bengal, and for as much as the support of all

these establishments will occasion to the Hon'ble Company's Government an increase of expense at the same time that under the operation of the permanent settlement concluded in 1197 the resources from the district bear also, under the favour of the Almighty, a prospect of increase; therefore with a view to provide for the said charges, which are solely to be incurred for the prosperity and advantage of the four Sircars composing the Zillah of Benares, the following articles have, with the privity of the Governor-General in Council, been settled and concluded on between the said Rajah and Mr. Duncan, to be observed and followed in time to come, from the introduction of the new establishments:—

Article the 1st.—Out of the surplus revenue, over and above the 40 lakhs of rupees, which including the articles of deduction were stipulated to be payable by Rajah Mahipnarain, according to the estimary pottah which he received from the Hon'ble Warren Hastings, Esquire, in the year 1781, one lakh of rupees per annum is, without fail, to be received from the Moolky Treasury by Rajah Mahipnarain, exclusive of the jaghirs and altumghas that are now in his possession, and the remaining surplus is to be annually expended in this district, and applied, under the authority of the Company's Government, towards the charges of the civil and judicial establishments in the support of the new and old Courts, and for the maintenance of the pautsalla or Hindoo college, and for repairing the roads and constructing bridges, and promoting the cultivation, &c.

2nd.—The revenue settlement made of the lands within the Raje of Benares, &c., having taken place with the privity and approbation of Rajah Mahipnarain Sing, Bahader, the pottahs, receipts, and sarigh-khutties, or acquittances thereof, are passed under the seal and signature of the said Rajah to the aumils, zemindars, and farmers, and the duffer or office, and khazanchi or treasurer of the said Rajah, having always remained for the carrying on of the country (*i.e.*, revenue) business, the said signature, seal, office and treasurer are to remain in force and to be continued as usual.

3rd.—In case of complaints relative to revenue causes or charity ground, &c., being preferred to the Huzoor (*i.e.*, the English Government) by any parties residing within the jaghir and altumgha, &c., the personal or private lands of Rajah Mahipnarain Sing, the enquiry thereunto shall be made in like manner as such cases were amicably conducted between Mr. Duncan and the Rajah, that is, that since the gentleman holding the station of Collector will have more concern and connection with such matters than the other gentlemen, the rule shall be that with the privity and ascertainment of the said Collector (who is to have regard to the honour and dignity of the said Rajah), such causes are to be settled through the channel of the said Rajah, or of the officers of the said Rajah's cutcherry, it being at the same time understood and provided that as it is a duty incumbent on the Hon'ble Company's Government to distribute and ensure the attainment of justice to all the inhabitants of Benares, should it so happen that after referring such complaints to the Rajah, or to his officers in the cutcherry, the contentment of the parties complaining and aggrieved shall not be obtained, the Rajah shall, relative to the adjustment of such causes, listen to, and approve of, the suggestions and

advice of the Collector, in like manner as hath been practised in the time of Mr. Duncan; and it is also incumbent on the said Collector, in all proper and just cases, to show the utmost attention possible to the Rajah's accommodation, and to hold in view the maintenance of his honour and dignity, such being entirely consistent with the wishes of Government; and if (which God forbid) any such subject should arise as cannot be settled between the said Collector and the Rajah aforesaid, the decision on such cause shall depend on the Governor-General in Council.

Wherefore this ekrarnama hath, with the privity and approbation of the Governor-General in Council, been written and concluded between Rajah Mahipnarain Sing, Bahader, the Zemindar of the Zillah of Benares, &c., and Mr. Duncan, who is at present in the station of Resident at Benares, on the part of the Government of the English East India Company.

Dated the 27th October 1794.

(A true translation.)

(Sd.) JONATHAN DUNCAN,
Resident.

No. XXIV.

ADOPTION SUNNUD granted to HIS HIGHNESS MAHA RAJAH
ISHEREEPERSAUD NARAIN SING BAHADOOR, BENARES,—
11th March 1862.

Her Majesty being desirous that the governments of the several Princes and Chiefs of India who now govern their own territories should be perpetuated, and that the representation and dignity of their houses should be continued, in fulfilment of this desire this Sunnud is given to you to repeat to you the assurance, which has been already communicated to you on the 24th April last, that, on failure of natural heirs, the British Government will permit and confirm any adoption of a successor made by yourself or by any future Chief of your State that may be in accordance with Hindoo law and the customs of your race.

Be assured that nothing shall disturb the Engagement thus made to you so long as your house is loyal to the Crown and faithful to the conditions of the Treaties, Grants, or Engagements which record its obligations to the British Government.

(Sd.) CANNING.

Dated 11th March 1862.

PART II.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

ODDH.

THE founder of the Oudh family was Saadat Khan, who was appointed Subadar of Oudh in the reign of Muhammad Shah. He was succeeded by his son-in-law, Safdar Jang, who died in 1753, and was succeeded by his son, Shuja-ud-Daula, who was created Wazir by the Emperor Shah Alam.

After his defeat at Baxar in 1764 (see *sub.* "Delhi," Vol. IX.), the Wazir, having retreated to his own dominions, obtained the assistance of a body of Mahrattas. They were, however, defeated in a skirmish at Kora, and the Wazir, reduced to extremities, threw himself on the generosity of the British Government. The arrangements which had been made with the Emperor in 1764, by which he ceded Ghazipur and Benares to the Company, being himself put in possession of all the rest of the Wazir's dominions, was disapproved by the Court of Directors. It was considered expedient to preserve the dominions of the Wazir as a barrier against the Mahrattas, and therefore, by the Treaty of 1765 (No. XXV), the Wazir was restored to all his territories, except Allahabad and Kora, which were given to the Emperor for the support of his dignity and expenses.

Some uneasiness was still felt as to the designs of the Wazir, who had the Emperor completely in his power, and who was ambitious of recovering

* Cavalry	. . . 10,000	Kora and Allahabad. It was therefore thought
Infantry	. . . 10,000	necessary to enter into a new Engagement
Najibs	. . . 5,000	(No. XXVI) in 1768 for the restriction of the
Artillery	. . . 500	Wazir's army to 35,000 men,* none of them to be
Irregulars	. . . 9,500	equipped or drilled like English troops.

At this time the position of the Mahrattas was most threatening. The Emperor had put himself in their hands and had been placed by them on the throne of Delhi; but he had no real power, and his name was used as a cloak

for the justification of the Mahratta usurpations. On leaving Allahabad in 1771 the Emperor put the Wazir in possession of the fort. But when the Mahrattas extorted from him the cession of Kora and Allahabad, it was deemed necessary for protection against the Mahrattas, that both the fort of Chunar and the fort of Allahabad should be held by English troops, and Agreements (Nos. XXVII and XXVIII) to this effect were executed on 20th March 1772. The grant of Kora and Allahabad to the Mahrattas was considered to be contrary to the meaning of the Treaty of 1765, by which these districts were given to the Emperor for the support of his dignity, and as the Emperor had abandoned possession of them, they were sold in 1773 (No. XXIX) to the Wazir for fifty lakhs of rupees, and at the same time the Wazir agreed to pay Sikka Rupees 2,10,000 per month for each brigade of English troops that might march to his assistance.

4 In 1775 the Wazir Shuja-ud-Daula died and was succeeded by his son, Asaf-ud-Daula. On his accession a new Treaty (No. XXX) was concluded confirming him in the possession of Kora and Allahabad, raising the payment for British troops to Rupees 2,60,000 a month for each brigade that crossed his border, and ceding to the British Government in full sovereignty all the districts dependent on Raja Chait Singh of Benares, including Benares, Jaunpur, and Ghazipur (see *sub.* Benares). In his pecuniary obligations to the British Government the new Nawab soon fell deeply into arrears. Pressed by his pecuniary embarrassments the Nawab endeavoured to deprive the mother of Shuja-ud-Daula and his own mother, the Bahu Begam, of the property which had been left them. In 1775 the Bahu Begam complained that Rupees 26,00,000 had been extorted from her. An agreement (No. XXXI), however, was made between her and her son Asaf-ud-Daula, which was guaranteed by the English Government, maintaining her in the full enjoyment of her jagirs and property.

In 1781 at a personal interview with Warren Hastings at Chunar, a new Treaty (No. XXXII) was negotiated to give relief to the Nawab by the withdrawal of all the English troops, except a single brigade and one additional regiment, and authorising the Nawab to resume jagirs, but requiring him to grant equivalent pensions to jagirdars whose estates were guaranteed by the British Government. The Nawab took advantage of this concession to resume the jagirs of the Begams, which were subsequently in part restored, and to deprive them of their treasures on the alleged ground of their being implicated in Chait Singh's rebellion (see *sub.* Benares). Warren Hastings'

share in these transactions formed one of the charges against him on his impeachment.

The weakness of the Nawab's government prevented the withdrawal of the English troops as provided for by the Treaty of 1781. When Lord Cornwallis assumed the government in 1786 the Nawab pressed for some mitigation of his burdens. It was not deemed safe to reduce the British troops, but an arrangement (No. XXXIII) was made in 1787, by which the Nawab's payment was fixed at Rupees 50,00,000 a year in lieu of all claims, and a large portion of the balance due to the British Government was remitted.

In the following year a commercial Treaty (No. XXXIV) was concluded with the Wazir, providing for the levy at fixed places of an *ad valorem* duty on goods, and prohibiting the levy of transit duties by landholders and others.

The pecuniary difficulties in which the Wazir continued to be involved arose chiefly from his incapacity and misgovernment. In 1797 Sir John Shore paid a visit to Lucknow, to induce the Wazir to reform his administration and to pay part of the increased military establishment which it had been found necessary to keep up. An Agreement (No. XXXV) was at this time made, by which the Wazir undertook to pay for one additional regiment of European and one of Native cavalry, provided the annual cost should not exceed five and a half lakhs of rupees.

5- In 1797 Asaf-ud-Daula died, and his reputed son, Mirza Ali, was acknowledged as his successor. His paternity having been afterwards proved to be spurious, he was deposed, and Saadat Ali, the eldest surviving son of Shuja-ud-Daula, and the brother of Asaf-ud-Daula, was proclaimed in his stead. On the accession of Saadat Ali in 1798 a Treaty (No. XXXVI) was concluded, by which, among other arrangements, the Wazir's payment to the British Government was raised to seventy-six lakhs a year, and the minimum British force to be maintained in the country was fixed at 10,000 men. At the same time the Wazir made an Agreement (No. XXXVII) with the Bahu Begam, granting her certain jagirs in Gonda and Faizabad under the guarantee of the British Government.

The Wazir's army was an armed rabble, ill-disciplined, and would have been rather a source of danger than a help had the invasion of Zaman Shah from Afghanistan, with the anticipations of which the people of India were periodically alarmed, taken place. In 1799, therefore, the Marquis Wellesley addressed the Wazir with a view to induce him to disband his troops and

replace them by a British subsidiary force. Major Scott was deputed to conduct negotiations for the above purpose, and to secure, by a cession of territory from the Wazir, a resource for the regular payment of the subsidy. The Wazir was very reluctant to agree to the proposals made to him, and threatened to abdicate in favour of his son. But at length, after protracted negotiation and the deputation of the Honourable Mr. Wellesley, the Governor-General's brother, to Lucknow, a Treaty (No. XXXVIII) was signed on 10th November 1801, by which the Wazir ceded to the British Government lands in the Doab and the whole of Rohilkhand yielding a revenue of Rupees 1,35,23,474, in lieu of the subsidy and all future expenses incurred in defending his territory; reduced his troops to four battalions of infantry and one of najibs, 2,000 cavalry and 300 golandaz; and agreed to introduce a good system of government in his remaining territories. The Treaty also provided for the free navigation of the Ganges and other rivers, where they formed the mutual boundary of the British territories and Oudh. At a personal interview with the Wazir at Lucknow, the Governor-General, after some discussion, settled various points arising out of the Treaty of 10th November which remained to be adjusted, and explained the general principles which should regulate the connection and intercourse between the two States as resulting from the Treaty. The results of this conference were embodied in a Memorandum (No. XXXIX), of which a copy, signed and sealed by the Governor-General, was delivered to the Wazir.

In 1812 a Treaty (No. XL) was made with Nawab Saadat Ali to prevent disputes arising out of the frequent changes in the course of the rivers forming the boundaries between the British territories and Oudh. The Treaty related merely to the prevention of disputes between the two States, and had no reference whatever to the rights of zamindars.

6 Saadat Ali Khan died on 11th July 1814, and was succeeded by his eldest son, Ghazi-ud-Din Haidar. On his accession Engagements (No. XLI) were exchanged between him and the Governor-General, declaring all Treaties and Engagements made with the late Nawab to be in full force to all intents and purposes.

During the negotiations with Saadat Ali Khan, which led to the cession of Rohilkhand in 1801, the Bahu Begam had offered to make the English Government her heir on condition that she should be released from dependence on her grandson, and that her connections and dependents should be secured in the undisturbed possession of their property. It was believed that the Wazir's principal

objections to the proposed Treaty for the cession of Rohilkhand proceeded from the expectation of his acquiring great wealth on the Begam's death. The Governor-General therefore expressed his intention of accepting the Begam's offer. The arrangements, however, were never completed, and in consequence of the altered relations between the Wazir and the Begam, after the conclusion of the Treaty of 1801, Government eventually declined the bequest.

In 1808 the Begam executed a will, making the British Government heir to the residue of her property, after maintaining certain jagirs and pensions, and paying certain sums for the construction of a mausoleum, &c. Government, however, declared its intention of yielding the legacy to the Wazir and making over the residue of the property to him. The will was subsequently revoked, and a Deed of Deposit (No. XLII) was executed, the provisions of which the British Government guaranteed to execute so far as depended on them. The arrangements proposed were, with the Begam's consent, disclosed to the Wazir, who was assured that he would be acknowledged by Government as the Begam's heir on his agreeing to the whole of the purposes of the will. To this arrangement Ghazi-ud-Din Haidar intimated his assent in a letter to the Resident, received on the 4th August 1814. This letter forms the last annexure to No. XLII.

The Begam died on 15th December 1815, leaving property to the value of Rupees 99,48,916. After her death it was proposed to embody the obligations of the British Government and the Wazir in regard to her property in a Treaty. But as the Nawab expressed an unwillingness to execute any further documents, which were unnecessary after his engagement in 1814, the Treaty was not pressed on him. All the personal property of the Begam was made over to the Wazir on his paying into the British treasury Rupees 56,84,082, the interest on which was to yield certain pensions which by the Deed of Deposit were to be defrayed from the funds left by the Begam. These pensions are now known as the Amanat Wasikas or trust pensions. But besides these there were certain jagirs and pensions payable from the Oudh treasury, in case of the diminution or resumption of which by the Wazir the British Government was to make a provision of corresponding amount for the holders from the residue of the Begam's property. To this class belonged the pensions of Mirza Ali, Salar Jang and his three sons, and the several members of the Khas Mahal. The pensions of Mirza Ali, Salar Jang and his three sons were subsequently provided for in the arrangements made with the Wazir for the payment of the first Oudh loan. Of the Khas Mahal pensions, three, namely,

those of Lutf-un-Nisa, Mirza Muhammad Taki Khan, and Mirza Nasir and their children, aggregating Rupees 6,000 a month, were secured by the guarantee of the British Government. These are now known as the Zamanat Wasikas or security pensions.

In 1814 when Lord Moira proceeded to the upper provinces to be near the scene of action in the Nepal war, he was visited at Cawnpur by the Nawab, who offered him a crore of rupees as a free gift. The gift was declined, but a loan of Rupees 1,08,50,000 at 6 per cent. per annum was accepted, the interest, namely, Rupees 6,51,000 being devoted from 14th November 1814 to defray certain stipends (No. XLIII) guaranteed by the British Government. The principal of lapsed stipends was repayable to the Oudh Government, and up to 1855 there had been repaid at various times Rupees 72,42,765, leaving outstanding at 6 per cent. Rupees 36,07,235.

In the month of March 1815, in consequence of the vast expenditure during the Nepal war, Government applied to the Nawab for a second loan of one crore of rupees at 6 per cent. On the conclusion of the war, this second loan was extinguished in 1816 by the cession (No. XLIV) to the Nawab, of the district of Khairigarh and the Tarai lands conquered from the Gurkhas, between the Gogra on the west and the district of Gorakhpur. By the same Treaty a part of the district of Gorakhpur was ceded by the British Government in exchange for the tract of country intervening between the British districts of Jaunpur, Mirzapur, and Allahabad.

In 1825 the Wazir, who, in 1819, had been raised by the British Government to the dignity of King, proposed that the British Government should cede to him a portion of its territories in exchange for a sum of money. There were, however, insuperable objections to the alienation of any portion of British territory. But as the Government were suffering from the financial difficulties caused by the protracted hostilities in Burma, and as the King's treasury was full, a proposal was made to take a loan of a crore of rupees at 5 per cent. interest, from His Majesty. The interest of this loan was by a Treaty (No. XLV), dated 17th August 1825, devoted in perpetuity to the payment of certain stipends, and the British Government agreed to be the protector of the honour and prosperity of the stipendiaries.

In the following year a fourth loan of half a crore of rupees was taken at 5 per cent. interest, repayable after two years. Before his death, in 1827, the King, Ghazi-ud-Din Haider, requested that this loan might be made perpetual, and that the interest should be devoted to meet certain pensions, the

stipendiaries being guaranteed the protection of the British Government. But the previous guarantees which Government had given had produced so much embarrassment that the request of the King was declined.

Ghazi-ud-Din Haidar was succeeded by his son Nasir-ud-Din Haidar. Being anxious to make a permanent provision for certain ladies of his household, Nasir-ud-Din Haidar proposed to grant another loan, at 5 per cent. interest, consisting of the half crore lent in the previous year, with an additional sum of Rupees 12,40,000. This loan was accepted in 1829 (No. XLVI), but was made redeemable at any time after the death of the original stipendiaries. No guarantee was given of protection to the stipendiaries, but a promise was made that they would always be treated with special favour and kindness. Rupees 38,40,000 of this loan were repaid in 1853 to the heirs of some of the original grantees; Rupees 2,40,000 being paid in cash, and Rupees 36,00,000 by transfer to the Government 4 per cent. loan.

In 1833, at the request of the King, Government accepted another loan of Rupees 3,00,000 at 4 per cent., and agreed (No. XLVII) to pay the interest in monthly charitable payments to the poor in the city of Lucknow.

Nasir-ud-Din Haidar died in 1837, and was succeeded by his uncle, Muhammad Ali Shah. On his accession a Treaty (No. XLVIII) was concluded with him by the Governor-General in Council. The assent of the King was most reluctantly given to this Treaty. The Home Government therefore disallowed it and directed the restoration of the relations with Oudh to the footing on which they had previously stood. The King was thereupon informed of the determination of Government to relieve him from all that was onerous in the conditions respecting the subsidiary force established under the Treaty, and to defray from the British treasury the expense of that portion of the force which had been already organized, but the formal abrogation of the Treaty was not intimated to him.

Muhammad Ali Shah being anxious to provide pensions in perpetuity for certain members of his family, offered, in 1838, a loan of Rupees 17,00,000 at 4 per cent., and requested that the pensioners to whom the interest was to be paid should be guaranteed against oppression by future Rulers of Oudh. The loan was accepted (No. XLIX), but, as in the Agreement of 1829 with Nasir-ud-Din Haidar, no guarantee was given, the pensioners being promised only the special favour and kindness of the British Government.

In 1839 Muhammad Ali Shah subscribed 12 lakhs of rupees to the 4 per cent. loan, the interest of which he allotted by a Deed of Trust (No. L)

for the expenses of the Husainabad Imambara. To this the King added other sums, aggregating Rupees 24,17,500, and after his death a sum of Rupees 2,38,000 was also invested by the Trustees out of the unexpended surplus of the interest.

In 1840 the King allotted by another Deed of Trust (No. LI) a sum of Rupees 3,40,800, of which Rupees 2,87,000 were to bear interest at 5 per cent. and Rupees 53,800 at 4 per cent. for the endowment of a hospital at Lucknow.

Various other sums have been at different times invested by the King of Oudh in Government funds, but these investments are guaranteed by no special engagements and in no way differ from ordinary contributions to Government loans, except that in some cases the promissory notes were deposited in the Government treasury at Lucknow, and the interest was paid monthly instead of quarterly. Thus in February 1842 a sum of Rupees 14,00,000 was contributed, on twelve lakhs of which the interest was made payable monthly. In July 1842 twenty lakhs were subscribed, on eight lakhs of which the interest was made payable monthly: and in September 1842 twelve lakhs more were subscribed on the same terms.

9 In May 1842 Muhammad Ali Shah died and was succeeded by his son, Amjad Ali Shah, who was succeeded on 13th February 1847 by Wajid Ali Shah.

The condition of the internal administration of Oudh had attracted attention from the earliest times of the connection of the British Government with that State, and it was one of the provisions of the Treaty of 1801 (No. XXXVIII) that the Nawab should introduce, under the advice of the British Government, such a system of administration as should be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants. Notwithstanding the repeated warning and advice of successive Residents the administration was not improved, and in 1831 Lord William Bentinck found it necessary to warn the King that, in the event of improvement and reformation not being effected by His Majesty's officers, the settlement of the country would need to be made by British officers. This warning was neglected; the misgovernment of the country continued; and, in November 1847, a few months after the accession of Wajid Ali Shah, Lord Hardinge proceeded to Lucknow and again warned the King that if within two years the administration should not be reformed, the British Government would be forced to interfere by assuming the government of Oudh. No improvement did take place within the two years of probation, but a

natural reluctance to proceed to extreme measures prevented Government from at once acting up to the threat held out by Lord Hardinge, and the outbreak of the second war in Burma diverted the attention of the Government for a time from Oudh.

In 1854 the state of Oudh showed none of that amendment which Government had declared to be indispensable, and the Resident was required to report whether the duty imposed on the British Government by the Treaty of 1801 would any longer admit of Government honestly indulging the reluctance it had felt to have recourse to extreme measures. The Resident's enquiries showed the state of Oudh to be most deplorable, and that the improvement, which Lord Hardinge peremptorily demanded seven years before, had not in any degree been effected. The British Government therefore finally resolved to assume the administration of Oudh in one form or another. A Treaty* was proposed to the King, which provided that the sole

* TREATY between the HONOURABLE EAST INDIA COMPANY and HIS MAJESTY ABDUL MANSUR, NAIR-UD-DIN SIKANDAR JAH, MUHAMMAD WAJID ALI SHAH, King of Oudh; settled on the part of the HONOURABLE COMPANY by MAJOR-GENERAL JAMES OUTRAM, C.B., Resident at Lucknow, in virtue of full powers granted to him by the MOST NOBLE JAMES RAMSAY, MARQUESS OF DALHOUSIE, Knight of the Most Ancient and Most Noble Order of the Thistle, one of HER MAJESTY'S MOST HONOURABLE PRIVY COUNCIL, GOVERNOR-GENERAL'S Council, appointed by the HONOURABLE COMPANY to direct and control all their affairs in the East Indies; in and on the part of HIS MAJESTY the KING OF OUDH BY

Whereas in the year 1801 a Treaty was concluded between the Honourable East India Company and His Excellency the Nawab Wazir Saadat Ali Khan, Bahadur; and whereas the 6th Article of the said Treaty requires that the Ruler of Oudh, always advising with and acting in conformity to the council of the officers of the Honourable Company, shall "establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants;" and whereas the infraction of this essential engagement of the Treaty by successive Rulers of Oudh has been continued and notorious; and whereas its long toleration of such infraction of the Treaty on the part of the Rulers of Oudh has exposed the British Government to the reproach of having failed to fulfil the obligations it assumed towards the people of that country; and whereas it has now become the imperative duty of the British Government to take effectual measures for securing permanently to the people of Oudh such a system of just and beneficent administration as the Treaty of 1801 was intended, but has failed, to provide; the following Treaty, consisting of seven Articles, is concluded, on the one part by the Most Noble the Marquis of Dalhousie, K.T., Governor-General in Council, appointed by the Honourable Company to direct and control all their affairs in the East Indies, through Major-General Outram, C.B., Resident at Lucknow, under full powers vested in him by the said Governor-General; and on the other part by His Majesty, Abdul Mansur, Nair-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah King of Oudh, for himself and his heirs, through

ARTICLE I.

It is hereby stipulated and agreed that the sole and exclusive administration of the Civil and Military Government of the Territories of Oudh shall be henceforth vested for ever in the Honourable East India Company, together with the full and exclusive right to the revenues thereof, the said Company hereby engaging to make ample provision for the maintenance of the Royal dignity, as hereinafter mentioned, and for the due improvement of the said territories.

ARTICLE II.

It is stipulated and agreed that the Sovereign title of King of Oudh shall be retained by His Majesty, and that it shall descend in continual succession to the heirs male of his body, born in lawful wedlock.

civil and military government of Oudh should be vested in the British Government for ever; that the title of King of Oudh should be continued to His Majesty and the lawful heirs male of his body; that the King should be treated with all due attention, respect, and honour, and should have exclusive jurisdiction within the palace at Lucknow and the Dil Kusha and Bibiapur parks, except as to the infliction of capital punishment; that the King Wajid Ali Shah should receive twelve lakhs a year for the support of his dignity and honour; that the Company should maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum; that each of his successors should receive twelve lakhs a year; and that his collateral relations should be maintained separately by the British Government.

ARTICLE III.

It is stipulated and agreed that His Majesty the King and his successors shall be treated upon all occasions with the attention, respect, and honour which are due to a Sovereign Prince.

ARTICLE IV.

It is further stipulated and agreed that, notwithstanding the provisions of the first Article of the present Treaty, His Majesty the King of Oudh and his successors shall retain full and exclusive jurisdiction within the precincts of the Palace at Lucknow, as well as within the Dil Kusha and Bibiapur parks, provided always that the punishment of death shall not be inflicted by the order of the King, or within the limits of the palace and garden parks aforesaid, unless with the previous consent of the Governor-General in Council.

ARTICLE V.

Whereas it is expedient and right that the Crown of His Majesty the King of Oudh should be upheld in fitting dignity and honour, it is hereby stipulated and agreed that the Honorable East India Company shall pay to His Majesty the said Muhammad Wajid Ali Shah, from out of the revenues of Oudh, twelve lakhs of Company's Rupees per annum; and that the said Company shall further maintain for His Majesty a body of palace guards at a cost not exceeding three lakhs of Company's Rupees per annum.

To each of His Majesty's successors it is agreed that the said Company shall pay twelve lakhs of Company's Rupees per annum.

ARTICLE VI.

In order that nothing may be wanting to the full measure of liberal endowment which the Honourable East India Company desires to secure to His Majesty the King of Oudh, it is hereby agreed that the said Company shall take upon itself the maintenance of all collateral members of the Royal family, for whom provision is now made by His Majesty the King.

ARTICLE VII.

All former Treaties between the Honourable East India Company and the Rulers of Oudh which are now in force, and which are not contrary to the tenor of this engagement, are confirmed by it.

This Treaty, consisting of seven Articles, has been settled and concluded by Major-General James Outram, C.B., Resident at Lucknow, under the full powers vested in him by the Most Noble the Governor-General in Council as aforesaid, with His Majesty Abdul Mansur, Nasir-ud-Din, Sikandar Jah, Muhammad Wajid Ali Shah, King of Oudh, for himself and his heirs, in the city of Lucknow, on the day of
in the year of Our Lord one thousand eight hundred and fifty-six, corresponding with

The King was allowed three days to consider and sign the Treaty. He refused to sign it, and therefore, in February 1856, the British Government assumed to itself the government of Oudh exclusively and for ever. A provision of twelve lakhs a year was offered to the King, which he accepted in October 1859. Separate provision was sanctioned for his collateral relatives. Wajid Ali Shah was allowed to retain the title of King of Oudh, but on his death the title was to cease absolutely, and the pecuniary allowance was not to be continued on the same scale. A residence for the King was purchased by Government at Garden Reach in the suburbs of Calcutta, but he was informed that the exercise of an independent jurisdiction within the precincts of his estate or the immunity of any of his officers or attendants from the ordinary operation of the law could not be sanctioned. Provision, however, was made by Act XIV of 1860 for the execution of civil and criminal process within the premises occupied by the King through the officer appointed to be Agent with him on the part of the British Government. Another enactment, Act VIII of 1862, was passed to exempt the King from the jurisdiction of the criminal courts, except for capital offences; to provide for the trial, if necessary, of other offences by commission; to exempt the King from appearance in court as a witness; and to provide for his examination through the Agent to the Governor-General in cases where his evidence might be required. By a further Act, XIII of 1868, the King was exempted from the jurisdiction of the Civil Courts except in regard to suits instituted with the consent of Government, and was rendered incapable of entering into any contract which might give rise to a pecuniary obligation on his part.

Wajid Ali Shah died on the 21st September 1887, and on his death Act XIX of 1887 was passed empowering the Governor-General in Council to administer his estate. Arrangements were made for the disposal of the property at Garden Reach, the proceeds realised going to the estate, and pensions were granted to the King's family and dependents.

No. XXV.

TREATY between the NABOB SHUJAH-UL-DOWLA, the NABOB NUDJUM-UL-DOWLA, and the ENGLISH COMPANY, executed at ILLIABAD,—the 16th of August 1765.

(Sealed and approved of by the King.)

Whereas, the Right Honourable Robert Lord Clive, Baron Clive of Plassey, Knight Companion of the Most Honourable Order of the Bath, Major-General and Commander of the Forces, President of the Council, and Governor of Fort William, and of all the Settlements belonging to the United Company of Merchants of England trading to the East Indies, in the Provinces of Bengal, Behar, and Orissa; and John Carnac, Esq., Brigadier-General, Colonel in the service of the said Company, and Commanding Officer of their Forces upon the Bengal Establishment, are invested with full and ample powers on the behalf of His Excellency the Nabob Nudjum-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the behalf of the United Company of Merchants of England trading to the East Indies, to negotiate, settle, and finally to conclude a firm and lasting peace with His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire: Be it known to all those to whom it may or shall in any manner belong, that the above-named Plenipotentiaries have agreed upon the following Articles with His Highness:—

ARTICLE 1.

A perpetual and universal peace, sincere friendship, and firm union shall be established between His Highness Shujah-ul-Dowla and his heirs, on the one part, and His Excellency Nudjum-ul-Dowla, and the English East India Company, on the other; so that the said contracting powers shall give the greatest attention to maintain between themselves, their dominions, and their subjects this reciprocal friendship, without permitting, on either side, any kind of hostilities to be committed, from henceforth, for any cause, or under any pretence whatsoever, and everything shall be carefully avoided which might hereafter prejudice the union now happily established.

ARTICLE 2.

In case the dominions of His Highness Shujah-ul-Dowla shall at any time hereafter be attacked, His Excellency Nudjum-ul-Dowla and the English Company shall assist him with a part or the whole of their forces, according to the exigency of his affairs, and so far as may be consistent with their own security: and if the dominions of His Excellency Nudjum-ul-Dowla or the English Company, shall be attacked, His Highness shall, in like manner, assist them with a part or the whole of his forces. In the case of the English Company's forces being employed in His Highness' service, the extraordinary expense of the same is to be defrayed by him.

ARTICLE 3.

His Highness solemnly engages never to entertain or receive Cossim Ally Khan, the late Soubahdar of Bengal, &c., Sombre, the assassin of the English, nor any of the European deserters, within his dominions, nor to give the least countenance, support, or protection to them. He likewise solemnly engages to deliver up to the English whatever Europeans may in future desert from them into his country.

ARTICLE 4.

The King Shah Aalum shall remain in full possession of Cora, and such part of the Province of Illiabed as he now possesses, which are ceded to His Majesty, as a royal demesne, for the support of his dignity and expenses.

ARTICLE 5.

His Highness Shujah-ul-Dowla engages, in a most solemn manner, to continue Bulwant Sing in the zemindarries of Benares, Ghazepore, and all those districts he possessed at the time he came over to the late Nabob Jaffer Ally Khan and the English, on condition of his paying the same revenue as heretofore.

ARTICLE 6.

In consideration of the great expense incurred by the English Company in carrying on the late war, His Highness agrees to pay them (50) fifty lakhs of rupees in the following manner; *viz.*, (12) twelve lakhs in money, and a deposit of jewels to the amount of (8) eight lakhs, upon the signing of this Treaty; (5) five lakhs one month after, and the remaining (25) twenty-five lakhs by monthly payments, so as that the whole may be discharged in (13) thirteen months from the date hereof.

ARTICLE 7.

It being firmly resolved to restore to His Highness the country of Benares, and the other districts now rented by Bulwant Sing, notwithstanding the grant of the same from the King to the English Company, it is therefore agreed that they shall be ceded to His Highness in manner following, *viz.*, they shall remain in the hands of the English Company, with their revenues, till the expiration of the Agreement between Bulwant Sing and the Company, being on the 27th of November next; after which His Highness shall enter into possession, the Fort of Chunar excepted, which is not to be evacuated until the 6th Article of this Treaty be fully complied with.

ARTICLE 8.

His Highness shall allow the English Company to carry on a trade, duty free, throughout the whole of his dominions.

ARTICLE 9.

All the relations and subjects of His Highness, who in any manner assisted the English during the course of the late war, shall be forgiven, and no ways molested for the same.

ARTICLE 10.

As soon as this Treaty is executed, the English forces shall be withdrawn from the dominions of His Highness, excepting such as may be necessary for the garrison of Chunar, or for the defence and protection of the King in the City of Illiabad, if His Majesty should require a force for that purpose.

ARTICLE 11.

His Highness the Nabob Shujah-ul-Dowla, His Excellency the Nabob Nudjum-ul-Dowla, and the English Company promise to observe sincerely and strictly all the Articles contained and settled in the present Treaty; and they will not suffer the same to be infringed, directly or indirectly, by their respective subjects: and the said contracting powers, generally and reciprocally, guarantee to each other all the stipulations of the present Treaty.

Signed, sealed, and solemnly sworn to, according to their respective faiths, by the contracting parties, at Illiabad, the 16th day of August, in the year of Our Lord 1765 in the presence of us,

EDMUND MASKELYNE.

CLIVE.

L. S.

ARCHIBALD SWINTON.

JOHN CARNAC.

L. S.

GEORGE VANSITTART.

SHUJAH-

and

L. S.

UL-DOWLA'S Seal
Ratification.

MIRZA KOSSIM KHAN.

RAJAH SHITABROY.

MEER MUSHALA.

Fort William, September 30th, 1765.

(A true copy.)

(Sd.)

ALEXANDER CAMPBELL, S.S.C.

No. XXVI.

TREATY between the COMPANY and the VIZIER SHUJAH-UL-DOWLA,—*29th November 1768.*

Whereas, unbecoming rumours have been propagated abroad, which tend to the interruption of the firm friendship, union, and confidence formerly established between His Highness the Nabob Shujah-ul-Dowla, Vizier of the Empire, on the one part, and the Right Honourable Robert Lord Clive, and General John Carnac, on behalf of the deceased Nabob Nudjum-ul-Dowla, late Soubahdar of Bengal, Behar, and Orissa, and the English Company, on the other part; Harry Verelst, Esq., President and Governor of Fort William and the Council thereof, with a view to the removal of all causes of jealousy and disagreement, and the confirmation of a good disposition on both sides, have deputed John Cartier, Colonel Richard Smith, and Claud Russell, three Members of the Council from Calcutta, personally to confer with His Highness aforesaid, and whereas the aforesaid John Cartier, Colonel Richard Smith, and Claud Russell, after effecting an interview with His Highness aforesaid, have reason to be satisfied with his steady attachment to the English, they therefore, on behalf of His Excellency the Nabob Syef-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and the English Company, renew and confirm the former Treaty, letter by letter, and article by article; and His Highness the Nabob Shujah-ul-Dowla aforesaid doth likewise renew and confirm the said Treaty; and moreover, out of a pure desire effectually to eradicate all doubts and jealousies, to establish the present harmony on the most durable basis, and to confirm the former Treaty, doth consent and agree, that the following words shall be inserted as an explanatory clause in the said Treaty: It is by the advice and consent of the President and Council aforesaid, agreed, that His Highness shall not entertain a number of forces exceeding thirty-five thousand men, whether sepoy, cavalry, peons, artillerymen, rocket-men or troops of any denomination whatever. Of this number ten thousand are to be cavalry, ten battalions of sepoy, including soubadars, jemadars, havildars, and all ranks of officers, not to exceed ten thousand men; the Nujib regiment, consisting of five thousand men with matchlocks, to remain always on its present establishment; five hundred men for the artillery, and that number never to be exceeded; the remaining nine thousand five hundred men are to be irregulars, neither to be clothed, armed or disciplined after the manner of the English sepoy or Nujib regiment; and His Highness also engages to arm none of his forces, besides the ten thousand men mentioned in this Treaty, after the English manner, nor to train them in the discipline of the English troops. In consideration thereof, the said John Cartier, Colonel Richard Smith, and Claud Russell engage, on behalf of His Excellency the Nabob Syef-ul-Dowla and the English Company aforesaid, that whilst His Highness Shujah-ul-Dowla aforesaid and his successors shall abide by the Articles of this Treaty, neither the present Council of Fort William, nor any future Council, shall hereafter introduce any new matter relative thereto, besides what has been formerly agreed to, and is now concluded upon, and both parties shall consider this

Agreement as firm and binding. His Highness aforesaid shall swear upon the Koran, John Cartier, Colonel Richard Smith, and Claud Russell upon the Gospel, never to infringe the minutest part or meaning hereof, and to maintain it themselves, and to transmit it inviolable to their posterity.

(Sd.)	JOHN CARTIER.
"	RICHARD SMITH.
"	CLAUD RUSSELL.

Signed, sealed and solemnly sworn to, according to their respective faiths, by the contracting parties, at Benares, the 29th day of November, in the year of Our Lord 1768, in the presence of us,

(Sd.)	GABRIEL HARPER.
"	C. W. BOUGHTON.
"	W. M. COXE.

L. S.

I promise to disband all the troops which I now entertain, exceeding the number of thirty-five thousand horse and foot, and to comply with all the Articles stipulated in the Treaty, within the space of three months.

Written the 19th of the month of Rajib, the year of Hegira 1182, which answers to the 29th of November 1768.

No. XXVII.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the FORCES of the ENGLISH EAST INDIA COMPANY possessing the FORT of CHUNAR GUR, in the zemindary of the RAJAH CHEYT SINGH,—20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that the above-mentioned General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

First.—The better to enable the East India Company to assist His Highness with their forces for the preservation of his dominions, conformable to a Treaty of Peace between the Right Honourable Lord Clive and John Carnac, Esq. (on the part of Nudjib-ul-Dowla, Soubahdar of Bengal, Behar, and Orissa, and likewise on the part of the United Company of Merchants of

England trading to the East Indies), and the Nabob Shujah-ul-Dewla, Vizier of the Empire, done at Allahabad, on the 16th day of August, in the year of Our Lord one thousand seven hundred and sixty-five, His Highness has delivered up to them the Fort of Chunar Gur, in the zemindarry of Rajah Cheyt Sing, to be held by them, and to be garrisoned solely by their troops, as long as it may be necessary for the support of His Highness' interest or the interest of the English East India Company, and for the preservation of the Provinces of Bengal, Behar, and Orissa.

Second.—Upon any occasion where it may be necessary for the English Company to withdraw their forces and evacuate the Fort of Chunar Gur, in that case the Fort shall be delivered to his Highness the Nabob Shujah-ul-Dowla, and in like manner whenever the troops of the English East India Company shall advance on the west side of the river Caramnasa, the said Fort shall at all times be evacuated for them and their sole use and purpose.

Third.—Whatever expenses shall be incurred by the English East India Company for repairs or additions in the fortifications or for the erecting or repairing magazines, store-houses, and barracks, such expenses shall be reimbursed by His Highness upon the re-delivery of the said Fort to him, but it has been determined the said expenses shall not exceed four lakhs of rupees, and the accounts to be examined by proper persons for each party.

(Sd.) ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One thousand Seven Hundred and Seventy-Two.

In the presence of us,

(Sd.) GABRIEL HARPER.
JOHN COCKERELL.
WILLIAM DAVY.

No. XXVIII.

AGREEMENT between HIS HIGHNESS the NABOB SHUJAH-UL-DOWLA, VIZIER of the EMPIRE on one part, and BRIGADIER-GENERAL SIR ROBERT BARKER, COMMANDER-IN-CHIEF of the FORCES of the UNITED COMPANY of MERCHANTS of ENGLAND trading to the EAST INDIES, under their PRESIDENCY of BENGAL, on the part of the said COMPANY, on the other, relative to the Fort of ALLAHABAD,—20th March 1772.

Be it known to all those to whom it may or shall in any manner belong, that General Sir Robert Barker has agreed upon the following Articles with His Highness relative to the said Fort:—

First.—His Majesty Shah Allum having been pleased to confer on and make over to the Nabob Shuja-ul-Dowlah, Vizier of the Empire, the Fort of

Allahabad, whenever His Excellency shall demand the said Fort, at the expiration of ten days after such demand shall be made, the troops of the English East India Company shall evacuate the said Fort and deliver it up to His Excellency.

Second.—The troops of the English East India Company shall garrison the Fort of Allahabad in the same manner on the part of the Vizier, as heretofore they held it for the King, until it is demanded by the Nabob Shujah-ul-Dowla, unless the said Company may find it necessary to withdraw their troops and consequently evacuate the said Fort before such a demand may be made. In such case timely notice to be given to His Excellency.

(Sd.) ROBERT BARKER.

Signed and sealed by the contracting parties at the Camp at Saundee, this 20th day of March, in the year of Our Lord One Thousand Seven Hundred and Seventy-Two.

In the presence of us,

(Sd.) GABRIEL HARPER.
 „ JOHN COCKERELL.
 „ WILLIAM DAVY.

No. XXIX.

TREATY with the NAWAB VIZIER SHUJA-UL-DOWLA,—7th September 1773.

The Vizier of the Empire, Asuph Jah Shujah-ul-Mulek, the Nabob Shujah-ul-Dowla, Abco-ul Munsoor Cawn Behauder, Sifdar Jung, Sippah Salah, on the one part, and Warren Hastings, Esquire, President of the Council, Governor of Fort William, and Commander-in-Chief of the Forces of the English Company, in the Provinces of Bengal, Behar, and Orissa, for and in the name of the English Company, on the other part, do agree on the following Articles:—

ARTICLE I.

Whereas, in the Treaty concluded at Allahabad, the 16th August 1765, between the Vizier and the Company, it is expressed that the districts of Corah and Allahabad were given to His Majesty for his expenses; and whereas, His Majesty has abandoned the possession of the aforesaid districts, and even given a Sunnud for Corah and Currah to the Mahrattas, to the great prejudice of the interests both of the Vizier and of the English Company, and contrary to the meaning of the said Treaty, and hath thereby forfeited his right to the said districts, which have reverted to the Company from whom he received them; it is therefore agreed, that the aforesaid districts shall be put into the possession of the Vizier on the following conditions, and that,

in the same manner as the Province of Oudh and the other dominions of the Vizier are possessed by him, so shall he possess Corah and Currah, and Allahabad, for ever. He shall by no means, and under no pretence, be liable to any obstructions in the aforesaid countries from the Company and the English Chiefs: and exclusive of the money now stipulated, no mention or requisition shall by any means be made to him for anything else on this account. This Agreement shall be observed by all the English Chiefs, gentlemen of the Council, and by the Company, nor shall it ever be broken or deviated from.

CONDITIONS, viz:—

He shall pay to the Company fifty lakhs (50,00,000) of Sicca Rupees according to the currency of the Province of Oudh, as follows, viz.—

In ready money . . .	Sicca Rupees 20,00,000	
In two years after the date hereof, viz.—		
The first year . . .	15,00,000	
The second year . . .	15,00,000	
		30,00,000
Sicca Rupees . . .		<u>50,00,000</u>

ARTICLE 2.

To prevent any disputes arising concerning the payments which shall be made by the Vizier, for the expenses of the Company's troops that may march to his assistance:

It is agreed, that the expense of a brigade shall be computed at two lakhs ten thousand (2,10,000) Sicca Rupees per month, according to the currency of the Province of Oudh. By a brigade is meant as follows, viz.—

- 2 Battalions of Europeans.
- 6 Battalions of Sepoys.
- 1 Company of Artillery.

The expenses of the said troops shall be defrayed by the Vizier, from the time that they shall have passed the borders of his dominions till they return within the borders of the Province of Behar; and exclusive of the abovementioned sum, no more shall, on any account, be demanded from him. Should the Company and the English Chiefs have occasion to send for the troops of the Vizier, the Company and the English Chiefs shall also pay their expenses in the like manner.

Signed, sealed, and solemnly sworn to by the contracting parties at Benares the 7th day of September in the year of Our Lord 1773, in the presence of us,

(Sd.) JOHN STEWART.

„ WILLIAM REDFERN.

No. XXX.

TRANSLATION of the Proposed ARTICLES of the TREATY with the
NABOB AUSUF-UL-DOWLA,—*21st May 1775.*

The Nabob Ausuf-ul-Dowla, Icajaa Cawn, Behauder, Hozebbus Jung, on the one part, and the Honourable Warren Hastings, Esq., Governor-General, and the Members of the Supreme Council of Fort William, for and in the name of the English East India Company, on the other part, agree to the following Articles :—

ARTICLE 1.

That universal peace, firm friendship, and perfect union, shall for ever be established between the Nabob Ausuf-ul-Dowla and the English East India Company. The contracting powers, with a view of maintaining this reciprocal friendship in the future, shall not for any cause or under any pretence, encourage the ryots and the inhabitants of their Soubahs in committing hostilities and disturbances; and everything shall be avoided by the said powers which might occasion them. Their friends and enemies are mutual, and any person who shall run away and take refuge in the country of one of the said parties, shall be given up to the other, and no assistance afforded him.

ARTICLE 2.

The aforesaid Nabob engages never to entertain or receive in his dominions Cossim Ally Cawn, the former Soubahdar of Bengal, and Sumro, the murderer of the English; even in case of his getting them into his hands, he will, out of friendship, make them prisoners, and deliver them to the English Company. He also engages not, for any cause or under any pretence, to entertain Europeans of any nation in his service, without the consent of the English Company: That he will prevent, oppose, and send back such as offer to come into, pass through, or remain, or shall be in his dominions, without the perwannah of the English Company. The Europeans of every nation in the service of the said Nabob are hereby dismissed; and now, and in the future, he engages never to entertain the said Europeans and to deliver up to the English Company such of their servants who have deserted or may desert, in case of his apprehending them.

ARTICLE 3.

If the King should write anything relative to the affairs of the Nabob Ausuf-ul-Dowla to the English Sirdars, they will attend to the satisfaction, advantage, and inclination of the said Nabob, and not consent to what the King may say or write. In like manner, if the King should write to the Nabob Ausuf-ul-Dowla, relative to the affairs of the English Sirdars, he will attend to their satisfaction, advantage, and inclination, and not consent to what he may say or write.

ARTICLE 4.

The countries of Corah and Allahabad shall always, and for ever, remain in the possession of the Nabob Ausuf-ul-Dowla, on the same footing as the Soubah of Oudh; and they shall on no account, in the future, be disturbed by the English, nor will they ever request a dam or derrum, or anything from the said countries. The English Sirdars engage to defend the Soubah of Oudh at all times, and Corah and Allahabad, until the pleasure of the Court of Directors shall be known.

ARTICLE 5.

The said Nabob, for the defence of his country, as above specified, declares that he has given up of his own free will and accord, unto the English Company, all the districts dependent on the Raja Cheyt Sing, together with the land and water duties, and the sovereignty of the said districts in perpetuity: That the English Company shall, after one month and a half from the date of this Treaty, take upon them the sovereignty and possession of the districts under Rajah Cheyt Sing, as hereunder specified, viz.—

Sircar Benares.	The districts of Jaunpore.
Sircar Chumab.	Bijehpore Bahdore.
Suktessgur.	Mulboss Kawss.

The Sircar of Gawzypore.

The Pergunnah of Seekundapore, Jeridge, Shaay, Abad, Toppa, Surehchur, &c., as formerly; the Mint and Kutwally of Benares.

ARTICLE 6.

The Nabob Asuf-ul-Dowla, for the aid and assistance of the English troops when stationed with him, shall pay monthly, from the date of this Treaty, for the charges of a brigade, the sum of two lacks sixty thousand Oudh Sicca Rupees, of the sixteenth year, agreeable to the present currency. If, in future, this currency should be abolished, the decrease or increase of batta shall be mutually given and received by the parties. The particulars of a brigade are, viz., two battalions, or one regiment of Europeans, one company of artillery, and six battalions of sepoys.

The aforesaid Nabob shall, whenever the English troops pass the boundaries of the Company's province, at his request, pay the stipulated sum monthly, from that time until their return to the above-said boundaries.

ARTICLE 7.

If the aforesaid Nabob shall ever require the aid or assistance of the English Company for the defence of any other of his countries besides those above specified, he will fix something for the Company proportioned to the service.

The English Company and all the English Sirdars engage to perform whatever Articles are now mutually settled; and in the future, during the life of the Nabob Ausuf-ul-Dowla, they will never vary or depart from them. They will not, in any respect or manner, make request of anything new or contrary to the tenor of this Treaty.

The parties mutually swear, according to their respective faiths, to abide by these engagements.

Dated the 20th Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation, except that the word "Bahdoee" in the list of districts was omitted, which I have inserted.

(Sd.) J. H. D'OYLY,

Acting Pn. Tr.

TRANSLATION of AGREEMENT under the Seal of HIS EXCELLENCY the NABOB AUSUF-UL-DOWLA.

In case of any persons having any demands, or having received tuncaws on Rajah Cheyt Sing, or on the districts under him, agreeable to my order, such demands or tuncaws do not depend on the said Rajah, or on the said districts, but are due from myself.

The possession and sovereignty, in perpetuity, of the said districts under the said Rajah, without incumbrances, delays, dues, debts, tuncaws, &c., I wholly give up to the English Company at the expiration of one month and a half.

Dated the 20th of Rubby-ul-Ewul, 1189 of the Hegira, or the 21st May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Sd.) J. H. D'OYLY,

Acting Pn. Tr.

TRANSLATION of an AGREEMENT under the Seal of HIS EXCEL-
LENCY the NABOB AUSUF-UL-DOWLA.

The balance due to the English Company on account of the countries of Corah and Allahabad, Rohileund, and the tuncaw for the troops, according to the Engagements of the late Nabob Shuja-ul-Dowla, shall be paid to them as it becomes due, without any dispute.

Dated the 20th of Rubby-ul-Ewul, 1189 of the Hegira, or the 21st of May 1775.

(A true translation.)

(Sd.) JOHN BRISTOW,

Resident at the Court of the Nabob of Oudh.

Compared with an attested copy sent down by Mr. Bristow, and found to be an exact translation.

(Sd.) J. H. D'O'LY,

Acting Pu. Tr.

Considered the proposed Articles for a Treaty of Alliance with the Nabob Ausuf-ul-Dowla.

Approved the 1st Article.

Ditto	the 2nd	"
Ditto	the 3rd	"
Ditto	the 4th	"
Ditto	the 5th	"
Ditto	the 6th	"
Ditto	the 7th	"

Ordered that the Treaty be compared with the Persian copy, and if it be found exact, that two fair copies be engrossed in form, for the seal of the Company and signature of this Board, to be forwarded to Mr. Bristow, that he may obtain the same testimonies on the part of the Nabob, and return one of them.

Approved the two other Engagements taken by Mr. Bristow, from the Nabob.

No. XXXI.

No. 1.

DRAFT of a COWLNAME under the Seal of the NABOB ASOPH-UL-DOWLAH, dated the 19th of Shabaun, in the year 1189 of Hijeree (15th of October 1775).

I, Asoph-ul-Dowlah Bahadre, engage and give this written Agreement, viz. :—

I have now taken from my mother thirty lakhs of rupees on account of

the present, and twenty-six lakhs on account of former debts; in specie, goods, jewels, elephants, camels, &c., from the patrimony of my father, and have no further claim on her. Having received this through the English Chiefs, I renounce all further demands on her. I also engage that I will never molest my mother in the enjoyment of the jaghires, gunges, culladarries, gardens, or the mints of Oudh, Fyzabad, &c., conferred on her by the late blessed Nabob, but will leave her in the full possession of them during her life-time. As long as my mother lives, I will give her no trouble on account of them. She shall collect whatever appears to be due from the said jaghiers, by her own people. I will not obstruct it. When my mother goes on her pilgrimage, she is at liberty to leave the jaghiers, &c., under the charge of whomsoever she pleases. It is entirely at her option. I will not oppose it. Whether she resides here or goes on a pilgrimage, the jaghiers, &c., shall remain in her possession, and no person shall, on any occasion, obstruct or molest her therein. To whomsoever my mother shall give charge of the jaghiers, &c., I will on every occasion protect and assist him, and when she goes on her pilgrimage, she is at liberty to take with her such of her slaves, women, and goods as she thinks proper. I will not molest her. Nor will I give any trouble to Johur Ally Khan, Bahadre Ally Khan, Nishaut Ally Khan, Shagoon Ally Khan, or to the Tavildarnees, by any demand on them. My mother is at liberty to act as she pleases therein. She is the mistress. For the observance of all these Articles, I give God, and His Prophet, the twelve Imaums, the fourteen Maussooms and the English Chiefs, as guarantees. The English Chiefs are joined in this Engagement. Further, I will not in future demand any loan from my mother; I have no claim on her; nor will I ever deviate from this Engagement. Should I act contrary thereto, it may be supposed that I am estranged from the English Chiefs and the Company. I have accordingly given this as a Cowlnama to remain as a voucher.

List of the Jaghiers, &c.

Sulloon, one Mehal.

Duwā, ditto.

Purseddepore, ditto.

Rutab, ditto.

Sumrootah.

At Goruckpore one House.

Taloe, one Mehal.

Jâes, with the Adawlut and Sâer,
one Mehal.

Cora, ditto.

Tanda, ditto.

Nabob Gunge, with the villages on
the other side of Khakrah, one
Mehal.

Ismael Gunge, with the villages at
the distance of three coss from
Lucknow.

Ismael Gunge, at Lucknow.

Culladarry of all the Soubahs.

Mints of Oudh and Fyzabad.

Bhegam Gunge and Gola Ghaut.

Vizier Gunge.

The garden of Hurry Sing, at Oudh,
with ground for three gardens.

Eish-baug, at Lucknow.

Rozah Gaut, at Lucknow.

Bhegam Barree, with the bazar.

Garden of Bhara Mull.

No. 2.

DRAFT of a COWLNAMA under the Seal of MR. JOHN BRISTOW on the part of the COMPANY and ENGLISH CHIEFS, dated the 19th of Shabaun, in the year 1189 of the Hijeree (or 15th of October 1775).

I give the following Articles as a Cowlnama to which I have affixed my seal on the part of the Company and English Chiefs.

The Nabob Asoph-ul-Dowlah Yahya Khan Babadre Hozzaber Jung has received from his mother, on account of the patrimony of his father, and appropriated to his own use, the sum of thirty lacks of rupees on account of the present, and twenty-six lacks on account of former debts, in specie, goods, jewels, elephants, camels, &c., and the Faraikhutty (full acquittal) which the Nabob Asoph-ul-Dowlah gives to his mother is a voucher. My seal is affixed thereto, so that it may be considered as an act of the Company and English Chiefs. With respect to the jaghiers, gunges, culladarries, gardens, the mints of Oudh and Fyzabad, which the late blessed Nabob gave to the Bhegum, the Nabob Asoph-ul-Dowlah will not molest her in the possession of them, but leave her in the free enjoyment of them during her life-time, and she is to collect whatever may appear due from the jaghiers, through her own people. The English Chiefs are guarantees for the observance of these Articles. No one shall molest her. When the Bhegum goes on a pilgrimage no person shall obstruct or hinder her. The Bhegum is sole mistress of her own people; no one shall make any demand on her eunuchs or women. She is at liberty to act as she pleases with respect to them.

When the Bhegum goes on her pilgrimage, she may leave the charge of the jaghiers, &c., to whomsoever she pleases. The English Chiefs are guarantees of this.

List of Jaghiers, Gunges, &c., exactly the same as that in No. 1.

No. XXXII.

AGREEMENT concluded by the GOVERNOR-GENERAL with the VIZIER on the 19th of September 1751.

The Nabob Vizier-ul-Mummalic, Asoph-ul-Dowlah, Asoph Jah Cawn Behauder having repeatedly and urgently represented that he is unable to support the expenses of the temporary brigade, cavalry, and English officers, with their battalions, as well as other gentlemen who are now paid by him, under the denomination of Sebundy, &c., &c., and having made sundry

requests to that and other purposes; and as the constancy and firmness of his alliance with the Company entitle him to every consideration and relief that may depend upon us, I, Warren Hastings, Governor-General, Imad-ul-Dowlab, Jelladit Jung Behauder, &c., &c., on behalf of the Governor-General and Council, have agreed to the undermentioned Articles, this 19th day of September, in the year of our Lord 1781, corresponding to the last Rumzan, 1895 of the Hegira.

ARTICLE 1.

That the temporary brigade and three regiments of cavalry be no longer charged to the Nabob's account for the year Fussellee 1189, excepting a term for two and a half months, which is required for their passing the Nabob's boundaries; and for which, together with all former allowances and arrears, their usual pay and allowances are to be made good. Also the English Officers, with their Sebundy battalions, and other gentlemen, excepting the Resident's office, now upon the Nabob's list, be no longer at his charge for the year 1189, the arrears being paid up, with the addition of two months' allowances; the true meaning of this being, that no more troops be paid for by the Nabob than the number of European artillery and sepoy's agreed for, under the title of one brigade, with the late Nabob Shujah-ul-Dowla, now paid for at the rate of Rs. 2,60,000 per month, to which is now to be added one regiment of sepoy's of the present establishment, expressly allowed for the purpose of protecting the office, treasury, and person of the Resident at Lucknew, the pay and allowances of which are to commence from the 1st of August next, at the rate of Rs. 25,000 per month. The regiment to be received every three months. The brigade to be stationed or moved wherever the Nabob shall direct, in the mode prescribed in the former Treaty with the Nabob Vizer deceased. And, finally, that whenever the Nabob Vizer shall require a further aid of troops from the Company, the pay and allowances shall commence from the day of their passing the Caramnassa; also, should the assistance of the Nabob's troops be required by the Company, their pay and allowances, as may then be agreed upon, be allowed during the time they may serve.

ARTICLE 2.

That as great distress has arisen to the Nabob's Government from the military power and dominion of the jaghiredars, he be permitted to resume such as he may find necessary; with a reserve that all such, for the amount of whose jaghire the Company are guarantees, shall, in case of the resumption of their lands, be paid the amount of their net collections, through the Resident, in ready money.

ARTICLE 3.

That as Fyzoola Khan has, by his breach of Treaty, forfeited the protection of the English Government, and causes, by his continuance in his present independent state, great alarm and detriment to the Nabob, he be permitted, when time shall suit, to resume his lands, and pay him in money, through the Resident, the amount stipulated by the Treaty, after deducting the amount

and charges of the troops he stands engaged to furnish by Treaty, which amount shall be passed to the account of the Company during the continuance of the present war.

ARTICLE 4.

That no English Resident be appointed to Furruckabad, and the present one recalled.

ARTICLE 5.

That the Treaties made between the English and the Nabob Shuja-ul-Dowla be ratified between the present parties, as far as may be consistent with the above-written Articles; and that no officers, troops or others, be put upon the Nabob's establishment, exclusive of those herein stipulated.

(Sd.) WARREN HASTINGS.

L. S.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

AGREEMENT made by the VIZIER with the GOVERNOR-GENERAL.

Having, on my behalf, agreed to the requisitions of the Nabob Vizier without diminution or reserve, I must now repeat the request which I before verbally made to him, that he will be pleased to attend to such proposals as I shall have to make to him: and to these I expect his assent the more readily, as they have for their ultimate object his interest alone, that of the Company being no further concerned, than in the influence which they will eventually have in the payment of the debt due from the Nabob to the Company.

I, therefore, recommend to him to reduce the great number of his Sebund and other troops to regular and complete establishments; not to be paid by assignments of revenue, but in money from the treasury, and their number not to exceed the certain means of paying them. But as this may be difficult, without making a separation of the Nabob's public and private funds, I further recommend that he receive into his private purse no more than a fixed monthly sum, for the expenses of his person and household; and that the remainder of the net collections be left in a public treasury, under the management of his public ministers and the inspection of the Resident, for the discharge of his military and civil disbursements.

This advice is not meant to affect the assignments annually, and which must be annually renewed, for the payment of the past debt and the current demands of the Company.

Signed and sealed by the Nabob, accepting and promising to conform to the above advice.

(A true copy.)

(Sd.) E. HAY,

Sub-Secretary to the Honourable Board.

No. XXXIII.

TREATY with the VIZIER ASOPH-UL-DOWLA, NABOB of OUDE, 1787.

From Earl Cornwallis to the Vizier, written 15th April 1787.

The Treaty concluded between the English Company and the Nabob Shuja-ul-Dowla, was founded on considerations of mutual advantage to both parties, and the same principle has continued to operate in confirming and improving the friendship and alliance between the Company and your Excellency. A connection formed with a view to the interests of both Governments ought to be perpetual: for this reason, since my appointment to the control over affairs here, my intentions have been directed towards measures tending to support and strengthen this friendly system.

As I consider the Company's Territories and those of your Excellency as the same, the protection of your Excellency's dominions is absolutely necessary, as being from its situation the boundary of the whole, and exposed to foreign attacks. This protection cannot be effected in a proper manner without the assistance of the Com-

From the Nabob Vizier to Earl Cornwallis, received 21st July 1787.

Your Lordship's friendly letter every word of which breathes strength of friendship, and every syllable contains a performance of the duties of intimacy and close connexion, arrived in a happy hour, and afforded me infinite satisfaction. Its contents are, that it is the intention of the Company, and also your Lordship's firm resolution, that there should be no interference in the detail of my Government. That the Resident at Lucknow should receive a positive order, that neither from himself, nor from any other gentlemen, nor from any person concerned with your Lordship's Government, should any kind of interference take place. That leaving my administration entirely to myself and my ministers, all interference from others should be stopped; and representing the particulars of every matter which was contained in your Lordship's heart.

pany's troops, and I therefore beg leave to represent to your Excellency such circumstances as have, after mature reflection, occurred to me, with respect to the troops stationed at Fatty Ghur, which had been withdrawn, as stipulated in the Treaty of Chunar of 1781, I advise that they shall not be recalled, but continued. I make this proposal upon a conviction that, from the extent of your Excellency's dominions, the English forces now stationed there are requisite for their defence. Although there is no prospect of any attack on your Excellency's territory at present, its security must ultimately depend upon the strength of the force stationed for its protection, and while this is sufficient no one will dare to entertain views of hostility against your Excellency. Although the bravery and discipline of the English troops on all occasions are well known, and have been proved, even when their enemies have been in the proportion of twenty to one, and by the blessing of God they will always triumph over their enemies, yet since at all times chance of war is doubtful, prudence and wisdom require that every possible means should be used to determine it in our favour. Your Excellency must be sensible that there is no comparison between the troops of the Company and those in your Excellency's service, and that without the assistance of the former, your dominions and authority would be insecure. I am convinced that if your Excellency considers these opinions, you will be sensible of the propriety of my proposition, and approve the continuance of troops, whose valour and discipline can be relied on, in preference to those who are unskilful and undisciplined, and I doubt not but your Excellency will agree to the additional expense of effective troops, where the object is the defence of the country:

The Nabob Hyder Beg Khan has fully explained to me the particulars of your Lordship's kindness and magnanimity which form the ground of your Lordship's settlement of my affairs, and has occasioned me an excess of pleasure and happiness. I, who have, day and night, received such happiness from a recollection of your Lordship's goodness, now enjoy such pleasure from perceiving your kindness, and am so thankful for it that it would require volumes to express a small share only. It is well known that from the lifetime of the deceased Nabob, until the day of his death, and the commencement of my administration, the friendship with the English gentlemen has been perfect, strong and sincere, and, by the help of Providence, will every day increase.

At this time that so great a Chief, possessed of Divine wisdom and understanding, is arrived with full power and authority for the arrangement of this country, it may be very well conceived, that I understand such an arrival to have happened simply from my own good fortune, and entertain the most perfect confidence that all my affairs will be settled to my own satisfaction. With respect to the continuance of the troops stationed at Fatty Ghur which your Lordship has written with such greatness and magnanimity, that they may remain, as heretofore, I have perfectly understood; notwithstanding from the great weight of expense which my Government has experienced every year from these troops, and the negotiations which have passed with former gentlemen on this subject in particular, and the manner in which this matter was settled, after so much altercation, which doubtless your Lordship is

for this reason I do not hesitate to recommend to your Excellency to discharge so much of your own army as will allow for the additional expense attending the continuance of these effective troops. Your Excellency must also be sensible that the sums necessary for the pay of these troops are expended in your dominions.

The sole object of this proposition is to provide, in an effective manner, for the defence of your Excellency's country; and your Excellency must be convinced of the benefits derived from our protection, since, whilst all other parts of Hindostan have been involved in war and exposed to the devastations attending it, your Excellency's dominions have remained in the fullest enjoyment of peace and security. Many other arguments of the greatest weight might be urged in support of my proposition; but such is my opinion of the force of those I have alleged, that I trust that they will make the same impression on your Excellency, and that there is no necessity to urge others.

It is my firm intention not to embarrass your Excellency with further expense than that incurred by the Company, from their connexion with your Excellency, and for the protection of your country, which by the accounts, I find amounts to fifty lakhs of Fyzabad sixteen sun Sicca Rupees annually. In this sum are included the allowance to the Nabob Saadet Alli Khan, the stipend of the Rohillas, and the expenses of the Residency on the part of this Government; in short, it is my intention; from the date on which this new Agreement shall take place, your Excellency shall not be charged with any excess on this sum of fifty lakhs of Sicca Rupees, and that no further demand shall be made.

If your Excellency, hereafter, shall find it necessary to demand any more

acquainted with, I have every hope, in every situation, for advantage and prosperity from your Lordship, and conceive it necessary to represent the particulars of them to you; but having heard of your Lordship's intention to come to this quarter, which is the greatest desire of my heart, and from which I receive the greatest pleasure, I have postponed any mention of these matters until that happy time, and now consider it necessary, first to procure your Lordship's good will; afterwards, that you will mention, from your great goodness and grandeur, which is universally known and gives satisfaction and ease to my heart, that which will tend to my prosperity and happiness, and meet with your approbation; therefore, with a view to preserve your Lordship's good will and satisfaction, I agree to the continuance of the troops now stationed at Futty Ghur and Cawnpore, and to their expenses, with the stipend of my brother Meer Saadet Alli Khan Behander, the tuncaws of the Rohillas, the disbursements of the Residency at Lucknow, and other gentlemen, and the Resident with His Majesty at Scindea, the expenses of the dawk, &c., which your Lordship has fixed fifty lakhs annually for me to pay. Your Lordship has also said that my expenses should not exceed the sum of fifty lakhs of rupees, and that nothing further should be demanded of me; and that whenever either of the two brigades or corps of cavalry should be recalled, or any material diminution should take place in those troops, a deduction shall be made, agreeable to estimate, from the sum of fifty lakhs. I agree to this, and send the kist-bundy; and I am well convinced also, that your Lordship will be kind

forces from the Company, your Excellency will pay the excess upon a fair estimate; and if either of the two brigades or corps of cavalry shall be recalled, or any considerable diminution in their force shall take place, I will allow for the decrease of the expense from the sum agreed to by your Excellency, agreeable to a fair calculation. In order that no grounds for a difference in opinion or doubt may remain as to the real meaning of this Article, I think it necessary to inform your Excellency, that whenever there is a necessity for any alteration in the arrangement of these troops, either by increasing or diminishing the cavalry or infantry, this Article does not tend to preclude it, provided the whole force shall not be considerably decreased, and that no additional charge be made on your Excellency on account of such alteration.

A Resident, as at present, will remain at your Excellency's Court; but as it is the intention of the Company, and my firm resolution, that no interference shall take place in the details of the affairs of your Excellency's Government, strict orders shall be sent to him that he shall neither interfere himself, nor suffer interference by public or private claims of exemptions of duties, or in any other mode, from any British subject or person under the authority of this Government. In short leaving the whole management of your country to your Excellency and your Ministers, I will put a stop to the interference of others; and in order to carry this effectually into execution, I propose to your Excellency not to suffer any European to reside in your dominions, without my written permission. In case that should be granted, a copy of it shall be transmitted to you.

If any European shall reside there without my permission in writing,

and favourable towards me, in whatever will tend to my ease and prosperity.

I have not answered every particular of your Lordship's kind letter, because I have heard that your Lordship positively means to come to this quarter, and when we meet, every matter will be answered in a most friendly manner. Now, considering acquiescence to your Lordship's orders and preservation of your pleasure as the principle of friendship, I have complied.

Your Lordship writes with respect to Furruckabad, that it shall be and continue as before under me, and that the English Resident there, either now or at the end of the year 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor any other be appointed; and you order me to be kind and just towards the rights of the Nabob Mozuffer Jung, and that, in whatever manner it may be necessary to settle and arrange the affairs of that district, I should give a suitable allowance to the Nabob Mozuffer Jung: and as the Nabob's mother and his brother, Dil Dilere Khan, and Roy Deeb Chund, late Dewan, have shown their zeal to your Government and to the Company, it is necessary to fix some allowance for them, independent of the Nabob Mozuffer Jung: that it is well known the enmity which the Nabob bears towards them, and that in consequence of the confidence of your Government placed on Dil Dilere Khan, it is much to be feared that unless he is protected, he will experience distress from the enmity of the Nabob Mozuffer Jung; that I therefore cause to be paid to them a proper allowance out of the

your Excellency shall oblige him to quit the country; or, if demanded, send him to the Resident on the part of the Company.

A retrospect into past transactions and the friendship so well known to exist between your Excellency and the Company, induce me to state the following circumstance; that, for several years past, the inhabitants of your Excellency's dominions, from motives of self-interest, have appealed to this Government, and this has been a source of injury to the affairs of your Government. I am determined to put a stop to this practice and to disregard their applications, but as the connexion between the two Governments is universally known, strict attention to justice on your part will add credit and renown to both.

With respect to Furruckabad, the fourth Article of the stipulation of Chunar shall be observed on my part, and the English Resident there, either now or at the end of 1194 Fussellee, shall be recalled, and after that period he shall not remain, nor shall any other be appointed. On this subject, in consequence of the interference hitherto assumed by this Government in the affairs of that province, I think it necessary to inform your Excellency, that it is incumbent on me to recommend several matters to your Excellency's attention. That, in the first instance, you pay due regard to the rights of the Nabob Mozuffer Jung; and under any circumstances that may become necessary for the management of the affairs of Furruckabad, your Excellency shall engage to allot from the revenues a sum sufficient for the honourable maintenance of the Nabob Mozuffer Jung. And as the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, as well as Deeb Chund,

amount paid to Nabob Mozuffer Jung, through the Resident at Lucknow. In this manner I will act as your Lordship has ordered, and will cause to be paid to the mother of Mozuffer Jung, and his brother, Dil Dilere Khan, and Roy Deeb Chund, allowances through the Resident at Lucknow, and will assist and protect Dil Dilere Khan, the mother, and Roy Deeb Chund. Until the honour of an interview, I hope to be honoured and made happy with friendly letters from your Lordship.

Enclosure.

Kistbundy, or instalment, for the Company's money, on account of the expenses of the troops stationed at Cawnpore, Futtu Ghur, and Lucknow, the stipend of the Nabob Saadet Alli Khan, the Rohillas, the expenses of the Resident and other gentlemen at Lucknow, the expenses of the dawk, and the gentlemen stationed with His Majesty and Seindea, from the month of March 1787 to February 1788, inclusive, under the seal of the Vizier.

March 1787	.	.	.	3,25,000
April	.	.	.	3,25,000
May	.	.	.	3,25,000
June	.	.	.	3,25,000
July	.	.	.	3,25,000
August:				
In money	.	.	3,25,000	
In drafts on Calcutta			5,00,000	
				8,25,000
September	.	.	.	3,25,000
October	.	.	.	3,25,000
November	.	.	.	3,25,000
December	.	.	.	3,25,000
January 1888	.	.	.	3,25,000
February:				
In money at Lucknow		3,25,000		
In drafts on Calcutta		6,00,000		
				9,25,000
Total	.	.	.	50,00,000

late Dewan, have given proofs of their attachment to this Government, it is therefore expedient that some provision should be made for them, independent of Mozuffer Jung. It is well known that Mozuffer Jung considers them as inimical to him; and from the trust vested in Dil Dilere Khan by this Government, it is much to be feared, that if left unprotected, he will suffer from the resentment of Mozuffer Jung. I therefore expect that your Excellency will engage to cause specific pensions to be paid to these persons, at the expense of Mozuffer Jung, through the Resident of this Government.

By the accounts subsisting between your Excellency and the Company, a large balance is stated to be due from your Excellency; nevertheless, in conformity to the principles I have so expressly declared, I am not willing to embarrass your Excellency with any other demands than what are absolutely necessary: I propose, therefore, that your Excellency shall liquidate such part of the stated arrears as may be due to the troops employed in your country, the Residency, the Nabob Saadet Alli Khan, and the Rohilla Chiefs, on the date from which this new Agreement shall be declared in force, as well as the arrears due to Mr. Anderson, and the remainder, whatever it may be, shall be struck out of the account, and be no longer considered as a demand of this Government on your Excellency.

The substance of what is here written has been discussed in frequent conversations with Hyder Beg Khan, who has shown himself a faithful servant to your Excellency, and a friend to both Governments. As he is fully acquainted with your Excellency's interests, and is your most confidential servant and prime minister, I have considered

In specie	.	.	32,00,000
In drafts	.	.	11,00,000
			<u>50,00,000</u>

Fifty lakhs of 23, 24, 25, and 26
Sun Sicca Rupees.

*From Hyder Beg Khan, received 21st
July 1787.*

I have already transmitted to your Lordship an arzie, mentioning my arrival at Lucknow, which has doubtless been perused. An answer from His Excellency the Vizier is now sent to your Lordship's kind letter. From it your Lordship will learn the particulars of His Excellency's inclination to preserve your Lordship's pleasure. Your Lordship has shown kindness and favour in the affairs of His Excellency, and there is no doubt but will always show kindness towards them, because His Excellency entertains great hopes from your Lordship.

A kistbundy for the money for the expense of the troops, &c., goes enclosed in His Excellency's letter, and I enclose a draft for the amount stated by Mr. Wombwell to be due to the troops, up to February 1787, together with two other drafts on account of the amount, due to His Royal Highness, and the stipend of Nabob Saadet Alli Khan, to February 1787. They will be seen by your Lordship. As a long period had elapsed during my journey, disorder has taken place in several modes in the affairs, and delay and procrastination have crept into the payment of the public money, and now that I am arrived, is the season for cultivation, &c. I am engaged in the affairs of the Circar, and under the blessing of God, and

him as empowered to settle any arrangement for the mutual benefit of the two Governments, and have accordingly communicated to him, without reserve, all that has occurred to me to promote this subject in the same manner as if your Excellency were present; nevertheless, as your Excellency's concurrence and approbation are necessary to give a final sanction to the Articles agreed upon by Hyder Beg Khan, I have thought proper to mention the heads of them in this letter, and the Nabob Hyder Beg Khan will fully explain all the particulars to your Excellency.

For the rest, your Excellency may have the most assured confidence, that I will most faithfully abide by all the Engagements on the part of the Honourable Company.

your Lordship's prosperity, every matter will be arranged, and the arrears due to Colonel Harper and other gentlemen, whatever, after investigation, they may amount to, to the end of February 1788, shall be paid at the expiration of the time.

The amount of the instalments or kistbundy of the Company's money, on account of the disbursement of the troops, &c., has been paid into the treasury, from March 1787 to June 1787, and by God's help it will be paid in future, agreeable to the kistbundy, monthly. I hope to be honoured with letters from your Lordship.

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Enclosures.

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissesser Dass, on account of arrears due to the troops stationed at Cawnpore and Fattch Ghur, and the battalion at Lucknow, to February 1787, amounting in 23, 24, 25, and 26 sun Sicca Rupees, to . . .

7,08,868 7 6

Bill drawn by Cashmeery Mull and Butchrage on Sheopersaud and Bissesser Dass, on account the money of His Royal Highness, Lucknow Sicca Rupees . . .

2,04,173 0 0

Ditto, drawn by ditto, on ditto, on account the money of Nabob Saadet Ali Khan, arrears to February 1787, Lucknow Sicca Rupees . . .

1,00,000 0 0

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No. XXXIV.

TREATY of COMMERCE with the NABOB AUSUF-UL-DOWLA, 1788.

TREATY of COMMERCE between CHARLES, EARL CORNWALLIS, KNIGHT of the MOST NOBLE ORDER of the GARTER; one of HIS BRITANNIC MAJESTY'S HONOURABLE PRIVY COUNCIL, LIEUTENANT-GENERAL of HIS MAJESTY'S FORCES, GOVERNOR-GENERAL and COMMANDER-IN-CHIEF of all the POSSESSIONS and FORCES of HIS BRITANNIC MAJESTY and of the HONOURABLE the UNITED COMPANY of MERCHANTS of ENGLAND, in the EAST INDIES, &c., &c., &c., on the part of the said HONOURABLE UNITED COMPANY, and HIS EXCELLENCY the VIZIER-UL-MOMALIK HINDOSTAN, ASSUF JAH, NABOB AUSUF-UL-DOWLA YEHEHA KHAN BEHAUDER, HUZZUBBER JUNG.

The Right Honourable Charles Earl Cornwallis, K.G., Governor-General, &c., &c., and His Excellency the Nabob Vizier Behauder, &c., &c., having received various representations from the merchants trading between the Company's dominions and the dominions of His Excellency the Vizier, setting forth the losses and inconveniences which they suffer as well from the heavy duties collected on their merchandise, as from the mode of levying the same, His Lordship, on the part of the Honourable the United Company of Merchants of England trading to the East Indies, and His Excellency the Nabob Vizier, &c., with a view to remove the evils complained of, and to promote the welfare of their respective States, have agreed upon the following Articles, which shall be binding on themselves, their heirs, and successors:—

ARTICLE 1.

The contracting parties shall not claim any exemption from duties either for themselves, their subjects, or dependants, or any other person or persons, of whatever country or nation.

ARTICLE 2.

His Excellency the Nabob Vizier, &c., agrees to grant rowannahs, or custom house passes, under the seals and signatures of his officers, for all goods exported from his dominions to the dominions of the Company, specifying the quantity of the goods, and the valuation on which his own export duties shall have been levied. The Right Honorable Earl Cornwallis, in like manner, engages that similar rowannahs or custom house passes shall be granted for all goods exported from the Company's dominions (comprehending the Provinces of Bengal, Behar, Orissa, and the District of Benares) to the dominions of His Excellency the Vizier, specifying the quantity of the goods,

and the valuation on which the duties shall have been levied in the dominions of the Company.

ARTICLE 3.

His Excellency the Vizier, &c., agrees to levy the duties on all goods imported into his territories from the Company's dominions, upon the valuation specified in the Company's rowannah. The Right Honorable Earl Cornwallis, &c., agrees to levy the duties on all goods imported from His Excellency's dominions into the district of Benares or the Company's provinces, on the valuation specified in the rowannah of His Excellency the Nabob Vizier.

ARTICLE 4.

Goods exported from the Company's dominions to the dominions of His Excellency the Vizier, if by the River Ganges, shall pay the duties at Lutchagyr, or at Foolpore; if by the River Goomty, at Ghura Mobarikpore; if by the River Gogra, at Doorhy Ghaut; if by land, at Keeway, Maidnee, Gunge, Chundahpertiaupore, Mow, or Mahraj Gunge; and if by the way of Circar Gooruckpore, at the Ghaut of the River Gunduck, or at Gooruckpore, Mujholee, or Chollooparah. The merchant or person in charge of the goods, upon paying the duties hereinafter mentioned, at either of the above stations, shall receive a rowannah from the Collector of the duties, under his public seal, which shall exempt the goods from all further demands or molestation whatever, in their progress through the dominions of His Excellency.

The duties on goods exported from the dominions of His Excellency the Vizier to the dominions of the Company, whether by land or water, shall be levied at the established stations in the District of Benares, and the Province of Behar, and rowannahs granted as above specified.

The contracting parties reserve to themselves the power of changing the situation of the stations for levying the duties as they may deem expedient, upon giving public notification to each other of the new station fixed upon.

ARTICLE 5.

Broad cloth, iron, copper, lead, manufactures of iron, copper, lead, gold or silver, raw-silk, silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Company to the dominions of the Vizier, shall pay an import duty of two and a half per cent. to His Excellency, on the price specified in the rowannah taken out in the Company's dominions.

ARTICLE 6.

Salt exported from the Company's dominions to the dominions of the Nabob Vizier, shall pay an import duty of five per cent. to His Excellency, on the valuation specified in the rowannah granted at any of the stations in the Company's dominions.

ARTICLE 7.

Cotton coming from Jahlone, Hydernugger, Omraowty, Naugpore, or any of the countries of the Deccan, and passing through the dominions of the Nabob Vizier to the dominions of the Company, shall pay a duty of five per cent. to His Excellency on the fixed valuation of six rupees per maund of ninety-six sicca weight to the seer. Rowannahs for covering the same through His Excellency's dominions shall be granted at the station where the duties are levied. The same cotton, when it arrives in the Province of Benares, shall pay a duty of two and a half per cent., and two and a half per cent. more on entering the Soubah of Behar, upon the valuation above specified, or should it not pass through the jurisdiction of Benares, it shall pay five per cent. upon being imported into the Company's provinces.

ARTICLE 8.

Silk piece goods, cotton piece goods, and piece goods made partly of silk and partly of cotton, exported from the dominions of the Nabob Vizier to the Company's dominions shall pay a duty of no more than two and a half per cent. on the price specified in His Excellency's rowannah. The said duty shall be collected at the established station in Benares, should the goods pass through that district, and upon their arrival in the Company's provinces the Collectors of the Customs shall grant a rowannah, duty free, to cover such goods to any part of Bengal, Behar, or Orissa. Should the said goods enter the Company's provinces without passing through the District of Benares, the above duty of two and a half per cent. shall be levied at the first station in the Company's provinces.

ARTICLE 9.

All goods not specified in the foregoing Articles, exported from the respective dominions of the contracting parties, shall be subject to a duty of five per cent. on the valuation inserted in the rowannah of the country from whence they were originally exported. If the goods shall have been exported from the Company's dominions to the dominions of the Nabob Vizier, His Excellency will collect the duty aforesaid at one of the stations mentioned in the third Article; if from the territories of His Excellency to the dominions of the Company, two and a half per cent. shall be levied at the first established station in the District of Benares, and two and a half per cent. at the first authorized station in the Province of Behar; or should the said goods enter the Company's provinces without passing through the jurisdiction of Benares, the whole duty of five per cent. shall be collected at the first authorized station in the Province of Behar.

ARTICLE 10.

Goods exported from the Province of Bengal, Behar, or Orissa, or from the District of Benares to the dominions of the Nabob Vizier, after having paid the import duties to His Excellency, according to the rates and in the mode prescribed in the foregoing Articles, if sold in the dominions of the

Nabob Vizier, shall be subject to the established local duties of the market or gunge in which they are disposed of. Provided, nevertheless, that if the said goods shall be sold for the purpose of being exported beyond the confines of His Excellency's dominions, and not for the consumption of the same, no local gunge or market duty, or any other duty whatsoever, shall be levied on account of such sale or purchase; but the import rowannah of the seller shall be endorsed by the Collector, or head officer in charge of such gunge, and delivered over to the purchaser, who shall transport the goods through the dominions of the Nabob Vizier, without further molestation. If such purchaser, however, should afterwards dispose of the said goods for consumption in any market or gunge in His Excellency's territories, they shall be subject to the established duties of the same. In like manner, goods exported from the dominions of His Excellency to the dominions of the Company, after having paid the import duty in the latter, according to the rates, and in the mode prescribed in the foregoing Articles, if sold in any gunge or market, shall be subject to the local gunge or market duties under the preceding limitations.

The gunge duties to be thus levied are not to exceed the ancient established rates, to which no addition shall be made without the mutual consent of the contracting parties.

ARTICLE 11.

If any renter, zemindar, collector of the revenues, jaghiredar, or holder of rent-free lands shall levy any duties or exactions on goods passing through the dominions of the contracting parties, and on which the regular duties shall have been paid, and rowannahs taken out as prescribed in the foregoing Articles, for the first offence he shall be fined twenty rupees for every rupee so exacted; for the second offence, forty rupees; and for the third offence, if a renter or collector of the revenues, he shall be fined one hundred rupees for every rupee so exacted, and be dismissed from his farm or employment; if a zemindar, jaghiredar, or rent-free landholder, he shall forfeit his lands. Any officer of the customs exacting more than he is authorized, shall, for the first offence, be fined ten times the amount so exacted, and be dismissed from his employment. The party injured shall be indemnified out of the fines for the sum so exacted; and it shall be left to the discretion of the contracting powers to grant such further portion of the said fines as they may deem adequate to the trouble and loss of the party so injured.

ARTICLE 12.

In order to discourage every attempt to evade the payment of the import duties, merchants endeavoring to pass the station at which they are to pay the same, without having previously taken out a rowannah, shall be subject to double duties; and the contracting parties agree to issue orders in their respective territories, requiring all persons to pay the duties and take out rowannahs for their goods, as directed in the foregoing Articles, before they approach an authorized station.

This Article not to extend to the local duties in the markets or gunges, which are to be collected in the mode, and under the limitations prescribed in the tenth Article upon the goods entering the same.

ARTICLE 13.

The contracting parties reserve to themselves the right of levying whatever duties they may think proper, on all goods produced and consumed within their respective dominions, and also on their own exports, and on all imports from other countries not under the dominion of the Company or the Nabob Vizier, the article of Deccan, &c., cotton going to the Company's dominions excepted, on which His Excellency is to levy the duties as specified in the seventh Article.

ARTICLE 14.

If any dispute shall arise between the merchants of the respective States, it shall be decided by the laws of that State in which the defendant may reside. If the defendant be a resident in the Company's dominions, the plaintiff shall be allowed the privilege of stating his case, through the vakeel or Agent of the Vizier, to the Right Honorable the Governor-General in Council, who may refer it for decision to the provincial court of justice, within the jurisdiction of which the cause of action may have arisen, or the defendant may reside; in like manner, if the defendant be a resident in the Vizier's dominions, the plaintiff shall be entitled to represent his case, through the English minister, to His Excellency the Vizier, who may refer it for decision to such of his officers as he may think proper. It is further agreed, that should the collectors of customs, zemindars, or other subjects of either State, act in any respect towards the merchants and traders contrary to the true intent and meaning of this Treaty, the party injured shall be entitled to seek redress in the mode above prescribed.

ARTICLE 15.

This Treaty not to extend to the Province of Rohilkund or Kuttair, in which His Excellency reserves to himself the right of collecting the duties according to the ancient established rates, or of increasing or diminishing the same as he may deem expedient.

ARTICLE 16.

His Excellency the Vizier having obtained the consent of the Nabob of Furruckabad to include his territories in this Treaty, and agreed to make him a compensation for any losses he may sustain in his revenues, in consequence of having relinquished his claim to the collection of separate duties on the Deccan, &c., cotton passing through his territories to the dominions of the Company, and on the exports from the Company's dominions, the territories of the said Nabob are included accordingly, and as far as concerns the operation of this Treaty, are to be considered, in every respect, upon the same footing as a province of the dominions of His Excellency the Vizier.

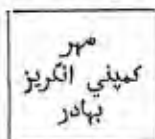
ARTICLE 17.

This Treaty to be in force from the 1st of September next, corresponding with the 29th of Zehige, 1202 Hegira, or sooner, if it can be ratified and exchanged before that period.

Ratified at Fort William, 25th July 1788.

(Sd.) CORNWALLIS.

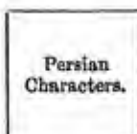
Company's



Seal.

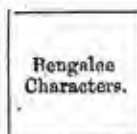
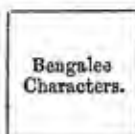
(A true copy.)

(Sd.) E. HAY,
Secretary to the Government.



(A true copy.)

(Sd.) G. F. CHERRY, *Dep. Per. Tr.*



(A true translation.)

(Sd.) G. F. CHERRY, *Dep. Per. Tr.*

No. XXXV.

TRANSLATION of an AGREEMENT entered into by HIS EXCELLENCY the NABOB VIZIER with the HONORABLE the GOVERNOR-GENERAL, at LUCKNOW, executed the 20th of March 1797.

The Governor-General having represented to His Excellency the Vizier the late very great increase of the Company's military establishment, by the addition of several regiments of cavalry, both European and Native, and, in

compliance with the Company's orders, solicited His Excellency's assistance to defray the consequent additional expense, His Excellency, in the fullest reliance that the Company's troops are ever ready, in conformity to existing Engagements, to protect and defend his dominions against the attacks of all enemies, agrees as follows:

That he will annually defray the actual *bond fide* expenses of a regiment of European and one of Native cavalry, that is to say, two regiments (the amount of which expenses, however, the Governor-General cannot at present specify) provided they shall not exceed upon any account five lakhs and a half of rupees per annum. The amount to be defrayed by monthly instalments, of which the first shall commence with the month of Bysack of the present Fussellee year.

(A true translation.)

(Sd.) N. B. EDMONSTONE,

Persian Translator to the Government.

No. XXXVI.

TREATY with the NABOB VIZIER SAADET ALI KHAN BEHAUDER, —21st February 1798.

Whereas, various Treaties have been concluded at different times, between the late Nabob Shuja-ul-Dowla Behauder, and the Nabob Ausuf-ul-Dowla Behauder, and the Honorable the English East India Company, to the mutual advantage of their respective dominions, the Nabob Vizier-ul-Momaluck Yemeen-ul-Dowla Nazim-ul-Mulk, Saadet Ali Khan Behauder, Mobarez Jung, and Sir John Shore, Baronet, on the part of the Honorable the East India Company, with a view to perpetuate the amity subsisting between the two States, and the advantages reciprocally resulting from it, now agree to the following Articles:—

ARTICLE 1.

That the peace, friendship, and union so long subsisting between the two States, shall be perpetual. The friends and enemies of either shall be the friends and enemies of both; and the contracting parties agree, that all the former Treaties and Agreements between the two States, now in force, and not contrary to the tenor of this Engagement, shall be confirmed by it.

ARTICLE 2.

By the existing Treaties between the States, the Honorable the East India Company are bound to defend the dominions of His Highness the Nabob Saadet Ali Khan against all enemies. And with a view to enable them to fulfil

this Engagement, and at the same time provide for the protection of their own dominions, the English Company having largely increased their military establishment, by the addition of new levied regiments, both of infantry and cavalry, the Nabob Saadet Ali Khan, in consideration thereof, agrees, in addition to the annual subsidy paid by the late Nabob Ausuf-ul-Dowla to the English Company, being fifty-six lakhs seventy-seven thousand six hundred and thirty-eight rupees, to pay in perpetuity the further sum of nineteen lakhs twenty-two thousand three hundred and sixty-two rupees, making altogether the sum of seventy-six lakhs of rupees. The said rupees to be Oude Sicca Rupees, of the present weight and standard.

ARTICLE 3.

The above subsidy of seventy-six lakhs of Oude Sicca Rupees is to commence from the 21st day of January 1798, the date of the accession of the Nabob Saadet Ali Khan to the Musnud of Oude; and the said Nabob engages that it shall be punctually discharged, month by month, as it becomes due, in sums of six hundred and thirty-three thousand three hundred and thirty-nine Oude Sicca Rupees, five annas and four pie, of the present weight and standard, according to the kistbundy annexed.

ARTICLE 4.

That the arrears of subsidy due upon former Engagements, to the 21st of January 1798, also be immediately discharged.

ARTICLE 5.

The Nabob Saadet Ali Khan agrees that an annual allowance of one lakh fifty thousand Oude Sicca Rupees be made to Vizier Ali Khan, and agrees to pay the amount by monthly kists of twelve thousand five hundred rupees to the English Company, who will pay the same to the Vizier Ali Khan, as long as he shall continue to reside in the dominions of the English Company.

ARTICLE 6.

The stipends to the Begums and Princes at Benares, amounting to two lakhs four thousand rupees per annum, and the Furruckabad pensions, amounting to twenty-three thousand six hundred and thirty-eight rupees, are included in the above sum of seventy-six lakhs of Oude Sicca Rupees.

ARTICLE 7.

The Governor-General, Sir John Shore, Baronet, on the part of the East India Company, agrees that the English forces maintained in the country of Oude for its defence, shall never consist of less than ten thousand men, including Europeans and Natives, cavalry, infantry, and artillery. And if at any time it should become necessary to augment the troops of the Company in Oude, beyond the number of thirteen thousand men, including Europeans and Natives, infantry, cavalry, and artillery, the Nabob Saadet Ali Khan

agrees to pay the actual difference occasioned by the excess above that number; and, in the same manner, if the troops of the Company in Oude, from any necessity, should be less than eight thousand men, including infantry, cavalry, artillery Natives and Europeans, a deduction shall be made from the annual stipend, of seventy-six lakhs of rupees, equal to the actual difference of men below the specified number.

ARTICLE 8.

As the English Company are not possessed of any Fortress in the dominions of Oude, the Nabob Saadet Ali Khan, having the fullest reliance on the friendship of the English Company, agrees to make over to their exclusive possession the Fort of Allahabad, with all its buildings and appurtenances, and the ghauts immediately dependent upon the Fort, together with as much land surrounding the Fort as may be necessary for the purpose of an esplanade: the Company agreeing to be answerable to the Nabob for the amount of the revenues collected from the said ghauts. The said Nabob also agrees to advance to the Company such a sum as may be necessary for strengthening and improving the fortifications of this Fort, provided that it does not exceed the sum of eight lakhs of Oude Sicca Rupees; and that the said amount, or actual amount of the expenditure, not exceeding eight lakhs of rupees, shall be paid to the Company within two years from the date of this Treaty, in such proportions as may be required for defraying the expense to which it is applicable. And the said Nabob Saadet Ali Khan Behauder, for the same reasons, further agrees to advance to the English Company, for the purpose of repairing the Fort of Futy Ghur, within six months from the date of this Engagement, a sum not exceeding, on the whole, three lakhs of Oude Sicca Rupees.

ARTICLE 9.

If, for the better protection and defence of the dominions of the Nabob Saadet Ali Khan, it should be deemed advisable to change the present stations of the troops at Cawnpore and Futy Ghur, the Nabob Saadet Ali Khan consents thereto, and that the troops shall be stationed in such places as may be judged most advisable and convenient, and that he will defray the expense attending their removal, and making cantonments for the troops.

ARTICLE 10.

As the English Company have incurred a considerable expense by their exertions in establishing the right of the Nabob Saadet Ali Khan, the said Nabob agrees, in consideration thereof, to pay the Company the sum of twelve lakhs of Oude Sicca Rupees.

ARTICLE 11.

As the payment of the Company's troops in Oude depends upon the regular discharge of the subsidy, stated in the second and third Articles of the Treaty, the said Nabob engages to exert his utmost endeavours to discharge the stipulated kist with punctuality; but if, contrary to the sincere intentions

and exertions of the said Nabob, the payment of the kist shall fall into arrears, the said Nabob Saadet Ali Khan engages and promises, that he will then give such security to the Company for the discharge of the existing arrears, and the future regular payment of the kists, as shall be deemed satisfactory.

ARTICLE 12.

Whereas, by the Engagements now entered into between the Nabob Vizier and the Company, the amount of the subsidy is considerably increased, and many other permanent charges upon His Excellency are incurred; on a comparison of his disbursements with the assets of his country, it becomes necessary to make such reduction in the superfluous charges of the public establishments, servants, &c., as may be requisite, and are consistent with His Excellency's dignity and convenience. To that end, the said Nabob agrees to consult with the Company's Government, and, in concert with them, devise the proper objects of such reductions and the best means of effecting them.

ARTICLE 13.

As the political interests of the Nabob Saadet Ali Khan and the English Company are the same, it is expedient that all correspondence between the Nabob Saadet Ali Khan and any foreign power or State shall be carried on with the knowledge and concurrence of the Company; and the Nabob Saadet Ali Khan agrees and promises, that no correspondence contrary to the tenor of this Article shall be carried on by him.

ARTICLE 14.

As the stipulations in the Commercial Treaty between the two States have not been enforced with due attention, particularly in the dominions of the Nabob Vizier, the contracting parties agree to exert their utmost endeavors to give force and effect to them.

ARTICLE 15.

The Nabob Saadet Ali Khan engages and promises that he will not entertain any Europeans of any description in his service, nor allow any to settle in his country without the consent of the Company.

ARTICLE 16.

The Nabob Saadet Ali Khan agrees, that a suitable maintenance shall be provided for the reputed children of his brother, the late Nabob Aysuf-ul-Dowla, and willingly promises to take them under his protection.

ARTICLE 17.

The Nabob Vizier-ul-Momalik Saadet Ali Khan Behauder, for himself and his heirs, and the Governor-General, Sir John Shore, Baronet, on the part of the East India Company, respectively promise to observe, sincerely

and strictly, all the Articles contained and settled in the present Treaty ; and they both agree, that they will give the greatest attention to maintain between themselves, their dominions, and their subjects, this present Treaty and all the Articles settled by it ; that all transactions between the two States shall be carried on with the greatest cordiality and harmony on both sides, and that the said Nabob shall possess full authority over his household affairs, hereditary dominions, his troops, and his subjects.

Kistbundi (or Instalment) for the payment of the Annual Subsidy.

1st kist, for the month of January, payable on the 1st of February	6,33,333	5	4
2nd kist, for the month of February, payable on the 1st of March	6,33,333	5	4
3rd kist, for the month of March, payable on the 1st of April	6,33,333	5	4
4th kist, for the month of April, payable on the 1st of May	6,33,333	5	4
5th kist for the month of May, payable on the 1st of June	6,33,333	5	4
6th kist, for the month of June, payable on the 1st of July	6,33,333	5	4
7th kist, for the month of July, payable on the 1st of August	6,33,333	5	4
8th kist, for the month of August, payable on the 1st of September	6,33,333	5	4
9th kist, for the month of September, payable on the 1st of October	6,33,333	5	4
10th kist, for the month of October, payable on the 1st of November	6,33,333	5	4
11th kist, for the month of November, payable on the 1st of December	6,33,333	5	4
12th kist, for the month of December, payable on the 1st of January	6,33,333	5	4
TOTAL SICCA RUPEES	76,00,000	0	0

(Sd.) J. SHORE.

Persian
Seal.

Persian
Seal.

Signed, sealed, and interchanged at Lucknow, this Twenty-first day of February, in the year of Our Lord One Thousand Seven Hundred and Ninety-Eight, in the presence of

J. LUMSDEN, Resident.

N. B. EDMONSTONE, P. T.

No. XXXVII.

ENGAGEMENT executed by the NABOB SAADET ALI KHAN to the BHOW BEGUM (mother of the late NABOB AUSUF-UL-DOWLA) under the guarantee of the COMPANY,—7th February 1798.

The Nabob Vizier Saadet Ali Khan, being impressed with sentiments of the sincerest respect and regard for Her Highness the Bhow Begum, and fully relying on her friendship and assistance in his affairs, whenever requisite, promises to show her every degree of respect and attention, and do everything

to promote her convenience and comfort; as a proof of which the said Nabob agrees, that the pensions allotted for the Sahauss and Khoord Mehl shall be paid by Her Highness, and the Mehal of Goanda be made over to her, as a jaydaud, for that purpose. And as a public demonstration of the said Nabob's cordial respect and attention towards Her Highness, he further consents, that the Mehals of Oude, Putchumrout Mungulsee, beng situated in the vicinity of Fyzabad, which has long been her fixed residence, be ceded to her in jaghire, and that the English East India Company be considered as guarantees to this Engagement; in testimony whereof, the said Nabob has hereunto set his seal, and the Governor-General his signature.

No. XXXVIII.

TREATY between the HONORABLE the EAST INDIA COMPANY and HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK, YEMEEEN-OO-DOWLA, NAZIM-UL-MOOLK, SAADET ALI KHAN BEHAUDER, MOBAURIZ JUNG, for ceding to the COMPANY, in perpetual sovereignty, certain portions of HIS EXCELLENCY's territorial possessions, in commutation of the subsidy now payable to the COMPANY by the VIZIER,—*10th November 1801.*

Whereas, by the Treaty now subsisting between His Excellency the Vizier and the Honorable the East India Company, the Company have engaged to defend His Excellency's dominions against all enemies, and to enable them to fulfil that Engagement His Excellency is bound by the aforesaid Treaty to pay to the Company, in perpetuity, the annual subsidy of seventy-six lakhs of Lucknow Sicca Rupees, and is further bound by the said Treaty to defray the expense of any augmentation of force, which, in addition to the number of troops stipulated in the Treaty, shall be judged necessary to enable the Company to fulfil their Engagements of defending His Excellency's dominions against all enemies; and whereas it is advisable that the funds for defraying these charges be established on a footing which shall admit of no fluctuation of either increase or decrease, and which shall afford satisfaction and security to the Company in regard to the regular payment in perpetuity of all such charges: The following Treaty, consisting of ten Articles, is concluded, on the one part by His Excellency the Most Noble Marquis Wellesley, K.P., Governor-General for all affairs, civil and military, of the British Nation in India, through the Honourable Henry Wellesley and Lieutenant-Colonel Scott, under full powers vested in them by the said Governor-General, for the purpose of concluding a Treaty with His Excellency the Vizier, in the name and on the behalf of the Governor-General; and on the other part by His Excellency the Nabob Vizier-ul-Momalik, Yemeen-Oo-Dowla, Nizam-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, on

behalf of himself and his heirs and successors, for ceding to the Honorable the English East India Company, in perpetual sovereignty, certain portions of His Excellency's territorial possessions in commutation of the former and augmented subsidy, and of all other sums of money now chargeable to His Excellency, on account of the Company's defensive Engagements with His Excellency.

ARTICLE 1.

His Excellency the Nabob Vizier hereby cedes to the Honorable the East India Company, in perpetual sovereignty, the undermentioned portions of his territorial possessions, amounting in the gross revenue to one crore and thirty-five lakhs of rupees, including expenses of collections, in commutation of the subsidy, of the expenses attendant on the additional troops, and of the Benares and Furrackabad pensions.

Statement of the Jumma.

Chuckla Korah, Kurrah, and Chuckla Etawah	55,48,577	11	9
Kehr and others	5,33,374	0	6
Furruckabad and others	4,50,001	0	0
Khairaghur and others	2,10,001	0	0
Azimghur and others, Azimghur, Mownaut Bunjun	6,95,624	7	8
Goruckpore and others { Goruckpore, &c.	5,00,853	8	0
and Butwal . . . { Butwal	40,001	0	0
	<hr/>		
	5,49,854	8	0
Soubah of Allahabad and others	9,34,963	1	3
Chuckla Bareilly, Asophabad, and Kelpoory	43,13,457	11	3
Nabob Gunge, Kehly, and others	1,19,242	12	0
Mohoul and others, with the exception of the Talook of Arwul	1,68,378	4	0
	<hr/>		
TOTAL JUMMA, LUCKNOW SA. Rs.	1,35,23,474	8	3

The above-mentioned mehals being ceded to the Honorable Company, as held by the Aumils, in the year 1206 Fussellee, no claims are to be hereafter made on account of villages or lands which in former years may have been added to or separated from the said mehals.

ARTICLE 2.

The subsidy which by the second Article of the Treaty of 1798, His Excellency engaged to pay to the Company (now that territory is assigned in lieu thereof and of the expenses of the additional troops) is to cease for ever; and His Excellency is released from the obligation of defraying the expenses of any additional troops which at any time may be required for the protection of Oude and its dependencies, whether of the countries ceded to the Company

or the territories which shall remain in the possession of His Excellency the Vizier.

ARTICLE 3.

The Honorable the East India Company hereby engage to defend the territories which will remain to His Excellency the Vizier, against all foreign and domestic enemies; provided always, that it be in the power of the Company's Government to station the British troops in such part of His Excellency's dominions as shall appear to the said Government most expedient; and provided further that His Excellency, retaining in his pay four battalions of infantry, one battalion of nujeebs and muwattees, two thousand horsemen, and to the number of 300 golundauz, shall dismiss the remainder of his troops, excepting such numbers of armed peons as shall be deemed necessary for the purposes of the collections, and a few horsemen and nujeebs to attend the persons of the Aumils.

ARTICLE 4.

A detachment of the British troops, with a proportion of artillery, shall at all times be attached to His Excellency's person.

ARTICLE 5.

That the true intent and meaning of the 1st, 2nd, 3rd and 4th Articles of the Treaty may be clearly understood, it is hereby declared, that the territorial cession, being in lieu of the subsidy, and of all expenses on account of the Company's defensive Engagements with His Excellency, no demand whatever shall be made upon the treasury of His Excellency on account of expenses which the Honorable Company may incur, by assembling forces to repel the attack or menaced attack of a foreign enemy,—on account of the detachment attached to His Excellency's person,—on account of troops which may occasionally be furnished for suppressing rebellions or disorders in His Excellency's territories,—on account of any future change of military stations,—or on account of failures in the resources of the Ceded Districts, arising from unfavourable seasons, the calamities of war, or any other cause whatsoever.

ARTICLE 6.

The territories ceded to the Honorable Company by the first Article of this Treaty shall be subject to the exclusive management and control of the said Company and their officers, and the Honorable the East India Company hereby guarantee to His Excellency the Vizier and to his heirs and successors the possession of the territories which will remain to His Excellency after the territorial cession together with the exercise of his and their authority within the said dominions; His Excellency engages that he will establish in his reserved dominions such a system of administration, to be carried into effect by his own officers, as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants; and His

Excellency will always advise with, and act in conformity to, the counsel of the officers of the said Honorable Company.

ARTICLE 7.

The district ceded by the first Article of this Treaty shall be delivered over to the Company's officers from the commencement of the Fussees year 1209, corresponding with the 22nd of September A.D. 1801, and His Excellency will continue to pay the subsidy and the expense of the additional troops from his treasury, in the same manner as hitherto observed, until the Company's officers shall have obtained complete possession, from His Excellency's officers, of the countries so ceded; the Company will not claim any payment of subsidy from His Excellency's treasury, after their officers shall have obtained possession of the Ceded Districts.

ARTICLE 8.

The contracting parties, with a view of establishing such a commercial intercourse between their respective dominions as shall be mutually beneficial to the subjects of both States, hereby agree to form a separate Commercial Treaty; in the meantime it is agreed that the navigation of the Ganges and of all other rivers where they may form the mutual boundary of the two States shall be free and uninterrupted; that is to say, that no boats passing up and down the Ganges or other rivers, where they form the mutual boundaries of both States, shall be stopped or molested for duties, nor shall any duties be exacted from boats which put to in the possessions of either of the contracting parties, without intention of landing their goods: it shall, however, be in the power of both Governments to levy such duties as they may think proper on goods imported into, or exported from, their respective dominions, not exceeding the present usage; it is further stipulated, that no exemption from duties on articles purchased in His Excellency's reserved dominions for the consumption of the troops situated within the Ceded Territories shall be claimed, after they shall have been delivered over to the Company's officers.

ARTICLE 9.

All the Articles of former Treaties for establishing and cementing the union and friendship subsisting between the two States are to continue in full force, and all the Articles of the Treaty concluded by the late Governor-General, Sir John Shore, on the part of the Honorable the East India Company, and His Excellency the Vizier, in the year 1798, not annulled by this Treaty, are to remain in full force, and to continue binding upon both contracting parties.

ARTICLE 10.

This Treaty, consisting of ten Articles, has been settled and concluded through the Honorable Henry Wellesley and Lieutenant-Colonel Scott, under the full powers vested in them by the Governor-General as aforesaid, with

His Excellency the Vizier, in the City of Lucknow, on the 10th day of November, in the year of Our Lord One Thousand Eight Hundred and One, corresponding with the second of the month of Rejib of the year Twelve Hundred and Sixteen Hegira.

L. S.

(Sd.) WELLESLEY.

Seal of
Sma/ter Ali
Khan.

Ratified by His Excellency the Most Noble the Governor-General, on the Ganges near Benares on the Fourteenth day of November 1801.

(Sd.) N. B. EDMONSTONE,
Secy. to Govt., Sec. and Pol. Dept.

No. XXXIX.

MEMORANDUM of the final result of the discussions between HIS EXCELLENCY the MOST NOBLE the GOVERNOR-GENERAL and the NABOB VIZIER of Oudh, 1802.

On the 15th of February 1802, His Excellency the Nabob Vizier transmitted to the Governor-General a paper of propositions, to which His Excellency required the Governor-General's assent: and the Governor-General, after full deliberation on the contents of the said paper, returned a distinct answer to each of the Articles therein detailed. His Excellency the Vizier, in a paper delivered on the 22nd of the same month, proposed certain modifications of the Governor-General's answers, and the original propositions, together with the Governor-General's answers and the Vizier's proposed modifications thereof, were fully discussed at a conference holden between the Governor-General and His Excellency the Vizier, on the 24th of the same month. In consequence of this conference, it was mutually agreed that certain of the Articles of the original paper of propositions should be altogether omitted, and that the Governor-General's reply to the third Article should be modified in conformity to the suggestion of His Excellency the Vizier. At the same conference His Excellency the Vizier, adverting to the Governor-General's suggestion, in his reply to the second Article, that the Vizier should appoint some person to conduct, in the quality of Minister, the ordinary details of public affairs, proposed to constitute and appoint his second son, Mirza Ahmed Ali Khan, to act in that capacity. The Governor-General, at the same

conference, deemed it to be expedient to declare to His Excellency the Vizier the general principles which, in His Lordship's judgment, should regulate the connection and intercourse between the two States, as resulting from the Treaty concluded between the Honorable Company and His Excellency the Vizier, on the 10th November 1801. With a view to obviate all future doubts on the subject and result of these communications and conferences, the Governor-General now commits to writing the final determination of the several points discussed between His Lordship and the Vizier, and affixes his seal and signature to this paper, and directs the Secretary in the Political Department, who was present at every conference, and who interpreted between the Governor-General and the Vizier, to countersign this paper.

Propositions.

Let no one, as has hitherto been the practice, afford countenance and support to any person, to impede the recovery of just balances from Aumils and others; but, on the contrary, let him (meaning the Resident) afford assistance to the Circar in the recovery of those balances. If the Resident is desirous of withholding me from the prosecution of any particular measure, let him state his sentiments to me in private, in which case (as I am far from being disposed to act unjustly) either I will prove to the Resident the equity of the proceeding, or the Resident will set me right, and, in the latter event, I will, in conformity to his desire, abandon such proposed measure, and no one will be apprized of any disagreement subsisting between us.

Regular tribunals, in which I do not desire to possess any exclusive interest, shall be established, for the sole purpose of giving effect to the Mahomedan law, of fulfilling just claims, and of securing the lives and properties of the people. It is necessary that all persons should subject themselves to the jurisdiction of those tribunals; and if any person should refuse to acknowledge the jurisdiction or oppose the authority of those tribunals, let the Company's Officers assist in enforcing obedience to them.

Answers.

Unobjectionable; and this proposal shall be observed. The Resident shall be furnished by His Excellency the Nabob Vizier with all the information necessary to establish the justice of the proceeding by vouchers and proofs.

This is perfectly wise and proper.

Propositions.

I consider Her Highness the Begum as my superior, and I am extremely desirous of supporting her dignity, and of promoting her ease. I have no concern with the produce and revenues of her jaghire, nor of any of the jaghiredars; but the authority of the courts of justice, the adjustment of disputes, the redress of grievances, the observance of the civil and criminal punishments, and all other points connected with the administration of justice, must be conducted under my orders, in the Cities of Lucknow and Fyzabad, and in all the jaghires in the same manner as in the rest of my dominions. For these things appertain to the Sovereign, whose duty it is to prevent every species of oppression. Her Highness' servants must not, in any manner, interfere in them, for a partnership in Government is inadmissible. It is for Her Highness' own credit, that she should state to me whatever may be her desire in points of the nature above described, in order that what she desires may be accomplished, through the medium of the officers of my Government. The state of affairs hitherto prevailing has been this: that frequent tumults and bloodshed have occurred in Fyzabad, and in Her Highness' jaghire, and not the slightest attention has been paid by Her Highness to anything that I have said or written. In the time of my late brother, the settlement of disputes in the jaghires was left to the Circar. These points will give efficacy to my Government.

I request that His Lordship will have the goodness to send for Daraub Ali Khan, and desire that, exclusively of the jaghire, such property, lands, bazars, gardens, &c., to a considerable extent, belonging to the Circar, as the officers of Her Highness have unjustly,

Answers.

The administration of justice in the Begum's jaghire must be under the Nabob's authority, and the Begum's servants must be subject to it. The authority of the Nabob's courts will be enforced by the British power.

The Governor-General proposes to take all the matters depending between the Nabob and Begum into full consideration, and to effect a settlement between the Begum and the Nabob, on just, equitable, and permanent principles.

Propositions.

and without the requisite vouchers (Sunnud), appropriated since four years (a fact which Mr. Lumsden, Molary Golaum Kauder Khan, his Moonshee, and other creditable persons such as Almas Ali Khan, Daraub Ali Khan, and their respective vakeels, can substantiate, and are fully acquainted with, which Her Highness herself formerly acknowledged, which all the most creditable officers of the Circar, such as Jye Sookh Roy, &c., know, and a statement of which property is to be found upon their records, and the appropriation of which property occasions a considerable loss to me, at a time when I am not in a condition to sustain any loss) may be restored to me, and the profits which may have been collected from such property made over to me, so that my losses therein may be compensated. This will be in conformity to Her Highness' engagements. Let His Lordship have the goodness to transmit orders to the Honorable Henry Wellesley, upon the following points.

Not to afford protection to fugitives from my country, but to surrender such, when demanded by me, or else to expel them from it.

In the event of any of the dependants of my Circar applying for farms within the Ceded Districts, to require such person to execute a writing, binding himself to take such farm only on condition that he is not in balance to the Circar.

There are several of my Aumils retaining lands in the Ceded Districts, who are in balance to the Circar, to give me credit in his accounts for the

Answers.

All criminals will be reciprocally surrendered; but the subjects of both States, who shall not be accused of capital crimes, should be at liberty to pass freely from one country to the other, and to be established reciprocally in either.

All balances, now or hereafter, due to the Circar, to be adjusted within a reasonable time, and engagements to be taken to this effect from all persons in balance.

None of the Nabob's Aumils are now employed in the Ceded Provinces.

*Propositions.**Answers.*

sums due by such Aumils, or else to deliver up those Aumils to me, that I may recover from them what is justly due, and then let them go. When they have settled their accounts with the Circar, Mr. Wellesley will, of course, enter into such engagements with them as he may think proper.

There are many gardens and other property belonging to the Circar, in the country ceded for the charges of the troops, which are quite distinct from the revenue of the country, in the same manner, for instance, as at this moment at Benares, there is property belonging to me, and still in my occupation: let His Lordship have the goodness to direct that any property of that description in the Ceded Districts may be given into the possession of my people. A statement of the particulars of such property, gardens, &c., within the Ceded Districts, shall be given in.

I have been induced to cede the districts for the charges of the British Troops merely to gratify His Lordship, deeming it necessary so to do in consequence of Mr. Wellesley's arrival, and resolving to conform to His Lordship's wishes, and to obey His Lordship's commands. Let strict orders be issued that no one may be permitted to injure or destroy any mosques, tombs, or imaumbarrabs, which now exist within those districts.

An engagement was contracted for paying to the Circar the monies collected at the ghauts at Allahabad. Four years have now elapsed since that time, and though I have repeatedly made application to the Resident upon this subject, nothing has hitherto been paid on that account, which occasions a considerable loss to me. Let orders be

Any property of this description which the Nabob shall satisfy the Lieutenant-Governor to belong to His Excellency, will, of course, be delivered over to his servants.

Orders shall be issued accordingly.

Orders will be issued for the settlement of this account.

Propositions.

issued for the payment of those monies agreeably to engagement.

Mr. Wellesley promised to send the Treaty; it has not yet, however, been received. Let His Lordship (or Mr. Wellesley) be reminded to send it.

The Nabob Vizier proposes that his son, Mirza Ahmed Ali Khan, be appointed to the situation of Minister for the affairs of his Government.

I hope from His Lordship's kindness that His Lordship will, in my presence, explain all the foregoing points to the Resident, and direct him to act in conformity to them; and that His Lordship will also enjoin the Resident, after His Lordship's departure, to occasion no delay or impediment in my departure, whenever I may choose to set out, and to assist me in the preparations for my journey.

Answers.

The Treaty has been sent.

The Governor-General concurs in this proposition, and considers Mirza Ahmed Ali Khan to have been appointed accordingly.

In conformity to His Excellency's desire, the proposed explanation and injunctions were stated to the Resident by the Governor-General, in His Excellency's presence on the 24th February.

The Governor-General now proceeds to state the general principles, by which the connection and intercourse between the two States are to be regulated henceforth.

By the terms of the Treaty concluded between the British Government and His Excellency the Vizier, on the 10th November 1801, His Excellency the Nabob's authority is to be completely established within his reserved dominions, and to be exercised through His Excellency's own officers and servants, the British Government having engaged to guarantee the establishment and exercise of His Excellency's authority within his reserved dominions, and the Governor-General will never depart from this engagement. His Excellency has engaged to establish within his reserved dominions such a system of administration as shall be conducive to the prosperity of his subjects, and be calculated to secure

*Propositions.**Answers.*

the lives and property of the inhabitants. The system of administration is to be carried into effect by His Excellency's own officers and servants, and by his own authority.

His Excellency has also engaged always to advise with, and to act in, conformity to the counsel of the officers of the Honorable Company.

In the establishment, therefore, of an improved system of administration within the reserved dominions, and also in all affairs connected with the ordinary government of those dominions, and with the usual exercise of His Excellency's established authority, the Vizier has engaged to advise with the British Government, and to conform to its counsels.

Those counsels will always be offered to His Excellency in the form of friendly advice, and in the spirit of reciprocal confidence, and of mutual regard and respect.

The Governor-General, when the importance of the subject shall require, and the nature of the occasion shall admit his immediate intercourse with the Vizier, will offer the advice of the British Government to His Excellency, by a direct communication, either in person or by letter.

The British Resident at Lucknow, however, is the constituted local representative of the British Government, and the ordinary and established channel of communication in all cases whatever.

The Resident will, therefore, in the common course of business, offer to the Vizier the advice of the British Government, in the name of the Governor-General; and in every case which may require the Resident

*Propositions.**Answers.*

to state such advice, it is to be received as proceeding immediately from the Governor-General.

Such advice will be offered by the Resident in all practicable cases, under the general or specific orders of the Governor-General.

The Resident must advise the Nabob with perfect cordiality, and must employ every endeavour to coincide with His Excellency in an uniform course of measures, and to unite sincerely with His Excellency, in carrying into effect, exclusively under His Excellency's authority, and through His Excellency's officers, those measures which shall be determined upon in conformity to the counsels of the British Government. In cases requiring the aid of the British Government, or the assistance of the British troops, they shall be employed according to the exigency of the occasion.

The Resident must conduct himself towards the Nabob Vizier, on all occasions, with the utmost degree of respect, conciliation, and attention, and must maintain cordial union and harmony in all transactions, and must endeavour to impart strength and stability to His Excellency's authority.

The Resident must never proceed to act in the affairs of the reserved dominions, without previous consultation with His Excellency or with his Ministers, and the Resident must, in the first instance, observe strict secrecy with regard to the subject of such consultations, until the measures to be adopted shall be finally determined.

Under these regulations, the Governor-General expects that the

*Propositions.**Answers.*

Nabob Vizier will act in conformity to the advice and representations of the Resident; and as no question of difficulty remains between the British Government and His Excellency, the Governor-General entertains a confident hope that no future vexation can occur in the transaction of affairs.

(Sd.) WELLESLEY.

Seal of the
Governor-
General.

(Sd.) N. B. EDMONSTONE,
Secy. to Government,
Secret and Pol. Dept.

No. XL.TREATY with NAWAB SAADET ALI,—*14th January 1812.*

Whereas, disputes and contentions have arisen between the subjects of the Honorable Company and of the Government of His Excellency the Vizier, regarding the boundaries of their respective villages, the possession of lands acquired by alluvion, and of islands formed in the rivers which constitute the frontier of the two States; therefore, and with the view of settling and obviating such disputes at the present and in all future times, the following Treaty is concluded by His Excellency the Nabob Vizier-ul-Momalik Yemeem-Oo-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, for himself, his heirs and successors, and by Major John Baillie, Resident at Lucknow, by virtue of full powers vested in him for this purpose on the part of the Right Honorable Gilbert, Lord Minto, one of His Britannic Majesty's Most Honorable Privy Council and Governor-General of all the British possessions in the East Indies, on the part of the Honorable the United East India Company and their heirs and successors.

ARTICLE 1.

Every island and portion of ground which at the end of the Fussellee year 1208 appertained to the Ceded Territory belong now to the British

Government, and every island and portion of land that appertained to the reserved dominions belong now to His Excellency the Vizier. Any island originally belonging to either State, which shall, by inundation, disappear, shall, on its re-appearance, belong to that State whose property it originally was, although its form may be altered; and all villages and lands situated on the boundary of the two States which appertained at the above period to either of the States shall hereafter and for ever, without dispute, be the property of the State to which they belonged at that time.

ARTICLE 2.

If any river or stream forming the boundary of the two States shall, by gradually changing or receding from its present channel or course, occasion an alluvion or create an increase of land on either of the banks of such river, the land so gained by alluvion shall be the unquestionable property of the State whose territory is situated on the bank from which the river may have receded, notwithstanding any loss which may arise to the other party from the encroachment of such river on his territory.

ARTICLE 3.

All islands which have been formed in the channels of rivers or streams forming the boundaries of the two States since the end of the year 1208 Fussellee or which may hereafter be so formed, shall be adjudged to belong to the State on whose frontier the channel may be fordable, and in the case of the channels on both sides of the island being equal in point of depth, the island shall be considered to form a part of the territory of that State to which at any point it is the most contiguous.

ARTICLE 4.

In the case of a subsequent alteration in the course of the principal channel of a river or stream forming the boundary of the two States, that is, if the channel on either side of an Island which was in the first instance deep, shall become shallow, and the channel, on the opposite side become deep, in this case the right to the island shall again be transferred to the State on whose boundary the channel is shallow, and the same rule shall be applied to eventual changes in the contiguousness and distance of islands from the territories of the two States. Further as, with a view to ascertain the comparative depth and breadth of the opposite channels of a river in which an island may be formed, the specification of a period is indispensable, the contracting parties do hereby stipulate and agree that the commencement of the season of the rubee be the specific period assigned in all cases of dispute for ascertaining the depth and breadth of the channels.

ARTICLE 5.

If at any time, as in the case of rivers or streams forming the common boundary which wind greatly in their course, an arm or portion of land shall

be separated from the territory of either State by the total alteration of the course of a river or stream, the land so separated shall belong exclusively to the State to whose territory it may by such alteration have been annexed, notwithstanding any territorial loss which may be sustained by the opposite party.

ARTICLE 6.

What has been agreed to in the foregoing Articles, relates merely to the prevention of disputes between the two States with respect to the lands alluded to in those Articles, and has no reference whatever to the rights of zemindars.

ARTICLE 7.

This Treaty, comprising seven Articles, having been settled and concluded in the City of Lucknow, on the 14th of January, in the year of our Lord 1812, corresponding with the 28th of the month of Zilhujjii, of the year 1226 Hegira, Major John Baillie, Resident, has delivered to the Vizier one copy of the same in English and Persian, sealed and signed by him, and His Excellency the Vizier has delivered to Major Baillie another copy, also in Persian and English, bearing His Excellency's seal and signature, and Major Baillie hereby engages to procure and deliver to His Excellency the Vizier, within the space of thirty days, a copy of the same, under the seal and signature of the Right Honorable the Governor-General, when the copy under his own seal and signature shall be returned.

(Sd.) J. BAILLIE,
Resident.

Saadet Ali
Khan's Seal.

Resident's
Seal.

This Treaty was ratified by the Governor-General in Council.

No. XLI.

ENGAGEMENT with the NAWAB GHAZI-OD-DEEN HYDER VIZIER
OF OUDH,—dated 12th July 1814.

The friendship and alliance which so firmly and happily subsisted between His Excellency the Nabob Vizier-ul-Momalik, Yemeen-co-Dowlah, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung (whose soul is in Paradise), and the Honorable Company's Government, are to be considered as perfectly unimpaired, and shall meet with no interruption whatever. All

existing Treaties and Engagements likewise that were contracted with the late Nabob are in full force, to all intents and purposes; and we hereby declare, that we are effectually bound by the Engagements and Treaties aforesaid, and by the blessing of God, the said Treaties and Engagements shall be duly observed until the end of time.

Signed and sealed on the 12th day of July A. D. 1814, answering to the 22nd of Rujub A. H. 1229, with the seal and signature of His Highness Refant-ood-Dowla, Ruffee-ool-Moolk Ghazee-ood-Deen Hyder Khan Behauder, Shehamut Jung, Nabob of Oude, and delivered in duplicate on the day aforesaid by His Highness' hand to Emand-ood-Dowla, Afzul-ool-Moolk, Major John Baillie, Behauder Arsulam Jung, Resident at the Court of Lucknow.

(Sd.) J. BAILLIE,

Resident.

Seal.

COUNTERPART of ENGAGEMENT with the NAWAB VIZIER of OUDH, —3rd August 1814.

The friendship and alliance which so firmly and happily subsisted between His late Excellency the Nabob Vizier-ul-Momalik Yemeen-ood-Dowla, Nazim-ul-Moolk, Saadet Ali Khan Behauder, Mobauriz Jung, and the Honorable Company's Government, shall be considered to subsist with equal force and sincerity, and shall continue for ever unimpaired between His late Excellency's son and successor, the Nabob Refant-Oo-Dowla, Ruffee-ul-Moolk, Ghazee-ood-Deen, Hyder Khan Behauder, Shehamut Jung, and the Honourable Company: and all Treaties and Engagements which subsisted between His late Excellency and the Honourable Company's Government shall be considered to be in full force, and to all intents and purposes; and His Excellency the Right Honorable the Governor-General hereby declares, on the part of the Honorable Company, that the British Government is especially bound by the said Engagements and Treaties, and the said Engagements and Treaties shall be duly observed until the end of time.

Given under the seal and signature of His Excellency the Right Honorable Governor-General, at Monghyr, in the Province of Bengal, this Third day of August, in the year of Our Lord One Thousand Eight Hundred and Fourteen.

Seal.

(Sd.) MOIRA.

By His Excellency the Governor-General.

(Sd.) GEO. SWINTON,

Pu. Secy. to Governor-General.

No. XLII.

DEED of DEPOSIT executed by the BUHOO BEGUM, 1813.

L. S.

BEGUM'S.

Witnesses

L. S.

BOOBOO SOODH BUTCHUN

and

L. S.

DARAB ALEE KHAN.

This is an obligation in the manner of a Deed of Deposit by Her Highness the Bow Begum, daughter of Mootumen-ood-Dowla Isbak Khan, deceased, wife of Nawab Shooja-ood-Dowla, deceased, and mother of the late Nawab Asuf-ood-Dowla, in favor of the Honorable Company's Government, whose guarantee for the security and protection of Her Highness, her friends and dependents, has long been established to the effect under-written, viz. :—

My jaghire, houses, property and goods of every description shall remain in my possession while I live, and I alone shall have the power of using them for the support and provision of those who are dear to me, my nephews and other relations, dependents, eunuchs, and female slaves, &c., as I think proper. But being mindful of the uncertainty of this transitory life, and with a view to future events, while yet in health of body and of sound intellect and judgment, I hereby give and surrender in trust and deposit, to the Members of the Honorable Company's Government, the whole of the property and goods in ready money, household furniture, plate and jewels, &c., now in my possession, amounting to the sum of seventy lakhs of rupees, as particularly stated and described in a separate schedule under my seal, and whatever I may hereafter acquire and possess from this date till the day of my death, conferring and bestowing on the said Government the fullest power and authority over all my said property and possessions, for the purpose and with the intent that they, the members of the said Government, in consideration of their ancient friendship for me, and as they have done hitherto during my life time, do continue after my death to be the guardians and protectors of all those who are dear to me, my nephews, connections, eunuchs and other dependents, and do secure and preserve to those persons individually, name by name, and to their heirs and successors for ever, the jaghires and monthly allowances in money from the income of my personal wealth, which I have assigned to each of them respectively in a separate statement under my seal; that so they may be rendered independent of every other person for subsistence.

The British Government will further protect my said relations and dependents against all tyranny and oppression, and will support them in the unmolested possession of all such houses, gardens, bazars and shops, profits and perquisites of every description, as they may have occupied and enjoyed during my life, taking care that no person shall disturb either them or their heirs or successors in the occupation and enjoyment of those possessions; and as my

faithful servant Darab Alee Khan Nazeer, and all other public officers, eunuchs, and dependents of my Government have hitherto satisfied me, and will continue to do so during my life, as to the accuracy of their conduct and accounts no demands should hereafter be made against them, nor should they be required to give any account, save for the immediate surrender and delivery to the Honorable Company's Government, agreeably to my orders, of the property in money and goods above stated to be now in my possession, and the further amount to be accumulated from this date until the day of my death, of which a faithful account shall be rendered.

In addition to the several provisions to individuals which are stated in the accompanying list, the sum of three lakhs of Sicca Rupees is to be given to my servant Darab Alee Khan for the purpose of erecting a mausoleum over the place of my interment, and one lakh of Sicca Rupees to be appropriated as a donation to the shrines of Karbula, Nujufe Ashruff, and other holy places, at the discretion of my said minister, who is a faithful and religious person, and will apply the money to the purposes specified. To defray the annual expenses of the said mausoleum, villages in the Pergunnah of Puchumrath, having a clear jumma of Sicca Rupees ten thousand, shall be allotted; and the surplus revenue of the villages to be given to the poor and religious inhabiting the said mausoleum, that they may enjoy peace and tranquillity of mind.

The stipends of those that are dear to me, my nephews, eunuchs, booboes, female slaves, and other dependents, to be regularly paid from the revenue of my jaghire, or from the income of my personal wealth, to Darab Alee Khan who will distribute the money among them, and whose recommendations and suggestions shall be received and attended to on their behalf, and after establishing and securing the whole of the above-mentioned salaries and pensions, and paying the foregoing sums, the balance of my property in ready money and valuables shall be at the entire and uncontrolled disposal of the Honorable Company's Government, to do whatever they please with it, and to give it to whomsoever they please.

But as some of my relations and connections, who are mentioned in the accompanying list, have jaghires and established allowances in money from another Government, which are liable to resumption or diminution on the death of the present possessors, contrary to the practice of my Sircar, it is incumbent on the Honorable Company's Government, with a view to its own reputation and for the credit of my name, after securing the several provisions detailed in the accompanying list, to reserve in its own hands such a portion of the residue of my property as will ensure a suitable provision in perpetuity to the descendants of those of my relations, whose allowances may be resumed at their death, that no person related to me may be left in an indigent condition.

L. S.

BEGUM'S.

(A true translation.)

(Sd.) J. BAILLIE,

Resident.

*SCHEDULE of the contents of the Treasury and apartments in the Palace of
Her Highness the Bow Begum, under her Seal.*

L. S.

GRAND TOTAL—SEVENTY LAKHS OF RUPEES.

In the house of the late Juwahur Alee Khan.

SIXTY-FOUR LAKHS, viz. :—

In Rupees.

Sixty-one lakhs and forty-seven
thousand five hundred and two Rupees.
Rupees . . . 61,47,502

In Gold Mohurs and Gold.

Two lakhs and fifty-two thousand
four hundred and ninety-eight Rupees
and fourteen annas, viz. :—

15,448 Gold Mohurs,	
valued at Rupees .	2,31,671 11½
1,279-2-4 tolahs of	
Gold, Rupees .	20,827 2½
Rupees .	<u>2,52,498 14</u>

*Accumulated in the time of the late Juwahur Alee Khan, and deposited in the
large room close to the Abdar Khana, locked and sealed with Her Highness'
seal.*

**TWENTY-FIVE LAKHS AND SIXTY-FIVE THOUSAND FIVE HUNDRED AND EIGHT
RUPEES, TWELVE ANNAS AND A HALF, viz. :—**

In Rupees.

Twenty-four lakhs fifteen thousand
three hundred and ninety-eight, and
four annas.

Rupees . . 24,15,398-4 annas.

In Gold Mohurs and Gold.

One lakh and fifty thousand one
hundred and eighty-two Rupees, eight
annas and a half, viz. :—

9,100 Gold Mohurs,	
valued at Rupees .	1,82,711 1½
1,070-9-4 tolas of Gold,	
Rupees .	17,466 7
Rupees .	<u>1,50,182 8½</u>

Recent accumulation since the death of Juwahur Alee Khan.

THIRTY-EIGHT LAKHS AND THIRTY-FOUR THOUSAND FOUR HUNDRED AND TWENTY RUPEES, THREE ANNAS AND THREE-QUARTERS, viz. :—

In Rupees.

Thirty-seven lakhs thirty-two thousand one hundred and three Rupees, fourteen annas, viz. :—

Sicca Rupees of present currency	28,86,372 13½
Ditto of the 2nd sun	75,045 12
Ditto 22nd ditto	8,650 0
Corah and Rukabee Rupees	7,62,035 4½
Rupees	<u>7,32,103 14</u>

In Gold Mohurs and Golds.

One lakh and two thousand three hundred and sixteen Rupees, five annas and three-quarters, viz. :—

6,847 Gold Mohurs, valued at Rupees	98,955 10½
208-5 tolahs of Gold, Rupees	3,360 11½
Rupees	<u>1,02,316 5½</u>

*Places of Deposit of the Recent Accumulation.**

In the cellar below the Bava Durres, Gold Mohurs and Rupees	15,38,991 8
In a small apartment adjoining the Old Kutcherry, Sicca and Corah Rupees	9,38,641 3½
In the Hall of the old Kutcherry, Gold Mohurs and Gold, Sicca and Rukabee Rupees	5,44,771 15
In a small apartment of the house, in Gold Mohurs, Sicca and Corah Rupees	8,12,015 9½
	<u>38,34,420 3½</u>

* N.B.—The several sums of money deposited in the places above specified are contained in chests which are buried under the floors excavated for that purpose, and carefully covered over, so that no trace of the deposit appears.

(Sd.) J. BAILLIE,
Resident.

Places of Deposit.

In Her Highness the Begum's Palace called Mootee Muhl, viz. :—

In a small apartment adjoining that in which she sleeps	Jewels.
In a larger apartment, called the Toshakhana or Wardrobe	Jewels.
In an apartment of the Cheenee Khana	Utensils of gold, silver, and glass.

The whole of the property in money and jewels, &c., contained in those three places of deposit, is estimated by guess at the sum of six lakhs of rupees.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

The Obligation of Darab Ali Khan, received the 25th July 1813.

Witnesses { L. S. BOOBOO SOODH BUTCHUN
and L. S. D. A. K.'s.
L. S. MEER AMEER HYDER.

Whereas Major John Baillie, Resident at Lucknow, having this day attended in the presence of Her Highness the Bow Begum, received from Her Highness' hands a statement of the contents of her treasury, amounting to the sum of sixty-four lakhs of Rupees, and was further informed by Her Highness that, besides the above-mentioned sum, a lakh of Rupees, in ready money, and jewels, &c., of the value of five lakhs of Rupees, are certainly in Her Highness' possession, in apartments of her palace pointed out, I therefore, hereunto subscribing, do hereby promise and engage, in the case of my surviving Her Highness the Begum, to deliver to the Honorable Company immediately after Her Highness' death, the whole of the sum above stated, of seventy lakhs of Rupees in money and jewels, as specified, together with all further sums that may accumulate in Her Highness' treasury from this time till the period of her death, and of which a faithful account shall be rendered.

In witness whereof, I have written this obligation on the 25th day of the month of Rujub 1228 Hijery.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

Detailed statement of monthly allowances to the relations, connexions, eunuchs, servants, dependents and slaves of Her Highness Ammut-ooz-Zubura, daughter of Ishak Khan, deceased, and of other necessary expenses, to be paid and defrayed in perpetuity to the persons and for the purposes specified from the principal and interest of her wealth, as particularly stated in a Deed of Deposit under her seal, dated the 26th of Rujub 1228 Hijery (25th of July 1813), in favour of the Honorable Company's Government—these allowances being in addition to, and exclusive of, the pensions established of old and payable by the Vizier's Government to the several members of the Khas Muhl, to the families of Mirza Ali Khan and Salar Jung, and to the three sons of the latter, Mirza Cassim Ali Khan, Akbur Ali Khan, and Asghur Ali Khan.

Total—two lakhs and ninety-six thousand nine hundred and seventy-six Rupees per annum, or twenty-four thousand seven hundred and forty-eight Rupees per mensem.

BOOBOO SOODH BUTCHUN

L. S.

DARAB ALI KHAN.

L. S.

Witnesses.

L. S.

BEGUM'S.

To Beebee Looft-oon-Nissa and other sixteen persons, ten thousand nine hundred Rupees per mensem, viz. :—

	<i>Rs. a. p.</i>	<i>Rs. a. p.</i>
To Beebee Looft-oon-Nissa	1,500 0 0	
„ her husband, Mirza Mohammed Tuckee Khan	2,500 0 0	
„ Mirza Hyder, her son	1,000 0 0	
„ Fatima Begum, her daughter	1,000 0 0	
„ Mirza Shahmeer, her son-in-law, son of Mirza Naseer	1,500 0 0	
„ Mumoola Begum, daughter of Mirza Naseer	1,500 0 0	
„ Nawab Mirza	200 0 0	
„ Nawab Beebee	200 0 0	
„ Abbas Mirza	200 0 0	
„ Nader Mirza	200 0 0	
„ Saheb Mirza	200 0 0	
„ Husrut Begum	200 0 0	
„ Nawab Bahadur	200 0 0	
„ Jaferee Begum	200 0 0	
„ Alee Jah	200 0 0	
„ Meean Husnoo	100 0 0	
		10,900 0 0
<i>To Mirza Casim Alee Khan and others, seven nephews and a niece, three thousand six hundred and fifty Rupees, viz. :—</i>		
For himself	1,000 0 0	
To Mirza Akbur Alee Khan	1,000 0 0	
„ Mirza Asghur Alee Khan	1,000 0 0	
„ Mirza Choochur	100 0 0	
„ Mirza Mebtur	100 0 0	
„ Mirza Abbaas	100 0 0	
„ Mirza Sooltan Alee Khan	100 0 0	
„ Janee Khanum Sahibeh	150 0 0	
		3,550 0 0
To Mohumdee Begum, the wife of Mirza Jaafur Alee, son of Mirza Alee Mahummed, and grandson of Mirza Akbur Alee Khan.	100 0 0	
		3,650 0 0
<i>To Booboo Soodh Butchun and others, four persons, four hundred and fifty Rupees, viz. :—</i>		
To Booboo Soodh Butchun	200 0 0	
„ Booboo Almass Kooar	50 0 0	
„ Beebes Feiz-oon-Nissa	100 0 0	
„ Mobaruck-oon-Nissa	100 0 0	
		450 0 0
<i>To Mohummed Darab Alee Khan and others, nine thousand eight hundred and fifty-eight Rupees, viz. :—</i>		
To Darab Alee Khan, who has served me most faithfully and obediently to my entire satisfaction, the Tuppeh of Rokha, in my original jaghire of Salone in jaghire, or an allowance in money, per mensem, of Sc. Rs.	4,000 0 0	
		4,000 0 0
To Ameer-oon-Nissa Begum	200 0 0	
„ Bunnoo Sahibeh	50 0 0	
„ Meer Mohummed Alee and Ahmud Alee	150 0 0	
		400 0 0
Carried over	19,400 0 0

To Mohummud Darab Alee Khan and others, viz.,—contd.

	Rs. a. p.	Rs. a. p.
Brought forward	...	19,400 0 0
To Meean Turrub	60 0 0	
" Meean Muhboob, Senior	60 0 0	
" Meean Khoosh Chushm	60 0 0	
" Meean Saadut	60 0 0	
" Meean Busharut	60 0 0	
" Meean Dilawur	60 0 0	
" Meean Dowlut	60 0 0	
" Meean Muhboob, Junior	60 0 0	
" Meean Bukhtawur	30 0 0	
" Meean Pokhraj	30 0 0	
" Meean Nishat	30 0 0	
" Meean Maakool	30 0 0	
" Meean Yakoot	30 0 0	
" Meean Munzoor	30 0 0	
" Meean Khoorshaid	30 0 0	
" Meean Busheer	30 0 0	
" Meean Alwass	30 0 0	
" Meean Zoolfcar	30 0 0	
" Meean Farhut	30 0 0	
" Meean Showkut	30 0 0	
" Seedee Muhboob, Senior	30 0 0	
" Meean Hoosseyh	30 0 0	
" Meean Tumkeen	30 0 0	
" Kunbur	30 0 0	
" Akhund	30 0 0	
" Meean Umbur	30 0 0	
" Meean Nuseem	30 0 0	
" Neekroz	30 0 0	
" Belall	30 0 0	
" Lutafut	30 0 0	
" Seedee Muhboob, Junior	30 0 0	
" Sooltan Alee Khan	100 0 0	
" Sooltan, Senior	60 0 0	
" Meerjan, Senior	60 0 0	
" Khuwasus, female servants		
100 @ 7 each, is Rs.	700 0 0	
300 @ 5 " " "	1,500 0 0	
	2,200 0 0	
" 200 sepoyas as a guard, at 4½ Rs.	900 0 0	
" Murjan, Junior	60 0 0	
" Emam Alee	50 0 0	
" Nuzur Alee	30 0 0	
" Jaafur Alee	30 0 0	
" Hedayut Hoosseyh	30 0 0	
" Aahed Alee	30 0 0	
" Buudeh Alee	30 0 0	
" Seedee Hussun	30 0 0	
" Punah Alee, Vakeel	200 0 0	
" Moonshee Soobhan Alee	100 0 0	
" Seyud Toorab Alee	100 0 0	
" Mirza Koochnk	150 0 0	
" Beebee Khyr-oon-Nissa	9 0 0	
" Khoodyjut-oon-Nissa	9 0 0	
		5,348 0 0
Total, Rupees	...	24,748 0 0

- To Darab Alee Khan, for the purpose of erecting a mausoleum over the place of my interment, three lakhs of rupees.
- To Darab Alee Khan, as nuzzurs to the shrines of Karbula, Nujufe Ashruff, and other holy places, one lakh of rupees.
- To Darab Alee Khan, to defray the annual expenses of the said mausoleum, villages in the Pergunnah of Pachumrath, to the amount of Sicca Rupees ten thousand.

The stipend to the families of my brothers, Nawab Mirza Alee Khan and Nawab Salar Jung, to remain on the same footing as they have been since the time of the late Nabob Asuf-ood-Dowla, and the British Government will continue to aid and support them on all occasions; and if at any future period, on the death of the present incumbents, those stipends or a part of them should be resumed by the Vizier, the British Government is in this case to act as desired by the Deed of Deposit, that is, to grant a suitable allowance to the heirs of the persons deceased from the revenue of my jaghire or the residue of my property at its disposal.

The stipend of Mirza Cassim Alee Khan will also remain as heretofore since the time of the Nabob Asuf-ood-Dowla, and the British Government will assist and protect him on all occasions for my sake and in compliance with my earnest request; and if at any future period, on the death of the said Mirza Cassim Ali Khan, the whole or a part of his stipend should be resumed by His Excellency the Vizier, in that case the British Government is to act as desired in the Deed of Deposit, that is, to grant a suitable allowance in money to the heirs of the said Cassim Ali Khan, either from the revenue of my jaghire or the residue of my personal wealth.

The allowances of the Khas Muhl from the Mehals of Goonda to remain as heretofore, and to be paid to the members of the said Mehal agreeably to the separate list; and if at any future period the whole or any part of the stipends of Lootf-oon-Nissa, Mirza Mahummud Tuckee Khan, Mirza Naseer or their children should be resumed by the Vizier, the British Government is in that case to act as directed in the Deed of Deposit, that is, to grant an equal allowance in money from the revenue of my jaghire, or from the income of my personal property.

The allowances of the children and dependents of Mirza Jooma shall continue after my decease to be paid to them as heretofore, and if these allowances be resumed, the British Government will assign a suitable provision for those persons from my jaghire or my personal property.

The monthly allowance which was granted to Zufr-ood-Dowla, deceased, in lieu of his jaghire shall be secured to his children and dependents: or otherwise the British Government shall assign to them a suitable stipend from the revenue of my jaghire, or from the annual income of my property.

L. S.

Dated the 26th of Rujub, 1228 Hijery.

BEGUM'S.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

List of the Pensions of the Khas Mehal, paid from the Mehal of Goonda.
 Grand Total, One Lakh Ninety-Nine Thousand Six Hundred and Eight Rupees, Eight Annas.

	Per ensem.	Rs. a. p.	Per Annum.	Rs. a. p.
To Agha Tuckee		2,000 0 0		24,000 0 0
" Lootf-Oon-Nissa Begum	2,500			
For herself	1,500			
For her son Mirza Hyder	500			
For her daughter Fatima Begum	500			
	ditto	2,500 0 0	ditto	30,000 0 0
" Agha Ghoyas	ditto	500 0 0	ditto	6,000 0 0
" Agha Naseer	ditto	1,500 0 0	ditto	18,000 0 0
" Mirza Hujjoo	ditto	600 0 0	ditto	7,200 0 0
" Khyr-Oon-Nissa	ditto	30 0 0	ditto	360 0 0
" Mirza Jaffer Hakeem	ditto	82 0 0	ditto	984 0 0
" The Relations, &c., of Mirza Alee and of Mirza Jaffer Hakeem	ditto	166 10 9	ditto	2,000 0 0
" Bunde Begum	ditto	450 0 0	ditto	5,400 0 0
" Amina Begum	ditto	450 3 0	ditto	5,400 0 0
" Begum Saheb	ditto	200 0 0	ditto	2,400 0 0
" Tawukhool Saheba	ditto	150 0 0	ditto	1,800 0 0
" Injunie Khanum	ditto	100 0 0	ditto	1,200 0 0
" Anjoon-Oon-Nissa	ditto	100 0 0	ditto	1,200 0 0
" Sabera Khanum	ditto	100 0 0	ditto	1,200 0 0
" Omdee Begum	ditto	75 0 0	ditto	900 0 0
" Koodasea Begum	ditto	150 0 0	ditto	1,800 0 0
" Museeta Begum	ditto	200 0 0	ditto	2,400 0 0
" Sungee Begum	ditto	200 0 0	ditto	2,400 0 0
" Jumnee Begum	ditto	200 0 0	ditto	2,400 0 0
" Mother of Hussun Alee Khan	ditto	85 0 0	ditto	1,020 0 0
" Dependents of Bubea Shu	ditto	100 0 0	ditto	1,200 0 0
" The widows of Mirza Jaffer	ditto	300 0 0	ditto	3,600 0 0
" Begum Saheba	ditto	1,500 0 0	ditto	18,000 0 0
" Imamee Begum	ditto	150 0 0	ditto	1,800 0 0
" Fatima Begum	ditto	200 0 0	ditto	2,400 0 0
" Hinga Begum	ditto	450 0 0	ditto	5,400 0 0
" Hussun Alee Khan	ditto	500 0 0	ditto	6,000 0 0
" Sons of ditto	ditto	300 0 0	ditto	3,600 0 0
" Mirza Guzula	ditto	250 0 0	ditto	3,000 0 0
" Mirza Bundhoo	ditto	900 0 0	ditto	10,800 0 0
" Mohumud Alee Khan	ditto	200 0 0	ditto	2,400 0 0
" Mirza Aboo Taleb	ditto	250 0 0	ditto	3,000 0 0
" Agha Boozoorg	ditto	226 0 0	ditto	2,712 0 0
" Mirza Hussain-ood-Deen Hyder	ditto	500 0 0	ditto	6,000 0 0
" Mehrum Alee Khan	ditto	100 0 0	ditto	1,200 0 0
" Mirza Ibrahim	ditto	250 0 0	ditto	3,000 0 0
" Abbass Koolce Khan	ditto	125 0 0	ditto	1,500 0 0
" Meeah Hussunt	ditto	20 0 0	ditto	240 0 0
" Meeah Norooz	ditto	20 0 0	ditto	240 0 0
" Meeah Muhibbunt	ditto	10 0 0	ditto	120 0 0
" Meeah Hyder Alee	ditto	8 0 0	ditto	96 0 0
" Meeah Bahadur Alee	ditto	12 0 0	ditto	144 0 0
" Hursook Roy Mootsuddoe	ditto	7 0 0	ditto	84 0 0
" Mirza Booshun Alee Mouzzen	ditto	7 0 0	ditto	84 0 0
" Meer Moortuza Hakeem	ditto	40 0 0	ditto	480 0 0
" Khuwasspoora	ditto	370 6 0	ditto	4,444 8 0

L. S.

(A true translation.)

DARAB ALEE KHAN.

(Sd.)

J. BAILLIE,
Resident.

No. 5.

To

HER HIGHNESS THE BHOW BEGUM.

Written 29th October 1813.

I have the honor to acknowledge the receipt of Your Highness' letter to the address of the late Governor-General, the Earl of Minto, referring to the result of your communications with Major Baillie, who had proceeded to Fyzabad to receive Your Highness' commands; and Major Baillie has reported to me the substance of what passed at the several conferences with which you honored him during his residence at Fyzabad.

2. The arrangement which Your Highness has adopted in order to secure the due fulfilment of your wishes in favor of your relations and dependents is worthy of your acknowledged discernment and prudence, and will tend to enlarge and perpetuate the fame of your wisdom and piety; and it will, I trust, be the means of securing to the full extent your benevolent intentions. I will not conceal from Your Highness, however, that I should have felt more confidence on that subject if Your Highness had seen fit to place in the immediate charge of the British Government such a portion of your wealth as would be equal to the demand on that account, as suggested to you by Major Baillie. Your Highness may, however, rely on the just and punctual discharge, by the British Government, of the trust which you have confided to it, and may be assured that it will in all its measures consult the honor and reputation of Your Highness, and the comfort and security of those who have been so fortunate as to become the objects of your regard and affection.

For Your Highness' further satisfaction I have executed an instrument, which will be transmitted to Your Highness by the Resident at Lucknow, containing the unqualified confirmation and guarantee by the British Government, of the disposition of Your Highness' personal property, prescribed in the documents under Your Highness' seal, and attested by Darab Alee Khan and Baboo Sook Butchun, which were delivered to Major Baillie.

3. Your Highness is aware that the consent of His Excellency the Vizier must be obtained to the grant of villages in Pergunnah Puchumrath, and although it cannot be doubted that His Excellency will most readily comply with Your Highness' wishes in an affair in which Your Highness' satisfaction and his own reputation are equally concerned, it must be obvious to Your Highness that the British Government can only engage to employ its utmost influence with His Excellency to obtain his consent to the desired arrangement. I have accordingly instructed Major Baillie to obtain, at a fit season, His Excellency's acquiescence, and I have no doubt that at an early period he will be enabled to make a communication to Your Highness on the subject, which will be entirely satisfactory to your mind.

4. I request Your Highness to accept the assurances of the unalterable respect and attachment of the British Government, and to repose implicit confidence in its zeal and anxiety for your interest and comfort.

DRAFT of ENGAGEMENT to HER HIGHNESS the BHOW BEGUM.

Her Highness the Bhow Begum having, by an instrument bearing her seal, and duly attested by witnesses, declared her intention to make over to the British Government the whole of her personal property, in order to enable that Government to provide for Her Highness' relations and dependents, to the extent and in the manner specified in a separate paper, also sealed with Her Highness' seal, and witnessed as above, and for other purposes expressed in those papers; and Her Highness having moreover delivered to the Resident at Lucknow a Schedule under her seal, specifying the estimated amount and value of her property in money and jewels, and the places in which it is deposited; the Governor-General hereby confirms and guarantees the disposition of Her Highness' personal property prescribed in the documents above referred to, and promises and engages that on obtaining possession of that property the whole of Her Highness' directions, in favor of her relations and dependents, and with regard to the other objects mentioned in those papers, shall, as far as depends on the British Government, be carried into early and complete effect; and the Governor-General further engages to employ the utmost influence of the British Government to obtain from His Excellency the Vizier the grant in perpetuity of villages in the Pergunnah of Puchumrath, of the annual jumma of Rupees 10,000, in the name of Darab Alea Khan, according to Her Highness' desire. The Governor-General moreover promises to afford the countenance and protection of the British Government to Her Highness' relations and dependents, and to maintain them and their posterity in the possession of the provisions which Her Highness has devised to them.

Done at Fort William, this 29th day of October 1813.

No. 2.

To

HIS HIGHNESS THE NABOB REFAUT-ODD-DOWLAH.

Written the 19th July 1814.

A considerable time has elapsed since I received the orders of Government to submit to the notice of Your Highness' father, of blessed memory, the objects and result of my proceedings on the occasion of my visit to Fyzabad, at the request of Her Highness the Begum, in the months of July and August last. My delay to execute those orders was occasioned, in the first instance, by the necessary preparation of copies of a number of documents of a secret and important nature, the transcribing of which could only be entrusted to the most confidential of my native servants, and subsequently by the unhappy indisposition of Your Highness' father, which precluded the propriety of my bringing subjects of this nature before him. I had, in fact

prepared a letter on the subject to His Excellency the late Vizier, which forms the groundwork of this address to Your Highness, and was intended to have been delivered on the 12th instant, at a conference which was fixed for that day.

The documents which I now submit to Your Highness are so very explicit in their tenor, and so fully descriptive of the just and natural objects to which they refer, as to render comments on my part superfluous; and the explanations with which I am charged by the Government being calculated rather to meet eventual enquiries on the part of His Excellency the late Vizier, than to answer any immediate purpose of our Government in this communication, may, with obvious propriety, be reserved for an occasion of personal conference hereafter, if the subject of the documents enclosed should appear to Your Highness to require it.

Your Highness is probably aware of the original intention of Her Highness the Bhow Begum, announced in a manner the most solemn to the Most Noble the Governor-General Marquis Wellesley, through the medium of the late Colonel Scott, to transfer the whole of her property, real and personal, including the revenues of her jaghire, which Her Highness considered as the free and irrevocable gift of her husband, the late Nawab Soojah-ood-Dowlah, to the Honorable Company's Government, and to constitute that Government her sole heir and executor at her death.

The just right of Her Highness the Begum to confer, and of the Honorable Company's Government to accept, the character and privileges of Her Highness' heir and executor, with a reference to her personal property, could never be reasonably doubted; and Your Highness will duly appreciate the motives of extraordinary consideration which induced our Government to reject a proposal so honorable and advantageous to itself, on the part of Her Highness the Begum, and to recommend to her an arrangement which must combine the most essential benefit to Your Highness, as well as a due regard for your rights, with the accomplishment of the Begum's most laudable and benevolent purposes in favor of her relations and dependents.

That all these objects have been attained by the result of my proceedings at Fyzabad, as explained in the accompanying documents, Your Highness cannot fail to observe; and you will now experience without alloy the satisfaction which I promised to your august father, when I should be authorized to communicate for his information the arrangements which I concluded with the Begum, and which the Right Honorable the Governor-General in Council has been pleased to ratify and confirm.

Your Highness' cheerful acquiescence in that part of the arrangement referred to, which provides for the honorable interment of Her Highness the Begum's remains, when it shall please God to remove her from this transitory state, cannot for a moment be doubted; and to this particular clause in the instrument under Her Highness' seal, and another intended to provide for, what I consider as an impossible case, the disposition of Your Highness' mind to discontinue or resume, at their death, the allowances of the Begum's relations, enjoyed under Your Highness' government, I have been commanded

by His Excellency the Right Honorable the Governor-General in Council to solicit your early attention, and to request a communication of your sentiments and intentions with regard to them at as early a period as may be practicable.

The peculiar nature of the documents which I have the honor of transmitting to Your Highness, and more particularly the wish of Her Highness the Begum respecting them, as explained in one of her letters to me, will, I doubt not, suggest to Your Highness the propriety of preventing the contents of any of those documents from becoming generally known for the present, and of Your Highness' observing the same degree of secrecy with regard to the provisions of Her Highness the Begum's Will, which I have invariably practised since that instrument was committed to my charge.

(A true copy.)

(Sd.) J. BAILLIE,
Resident.

FROM

HIS HIGHNESS THE VIZIER.

Received the 4th of August 1814.

I have had the pleasure of receiving your letter of the 19th ultimo, with its enclosures, stating that "you had received the orders of His Excellency the Right Honorable the Governor-General to communicate the result of your proceedings at Fyzabad, &c., &c.," and I have perused the papers which you transmitted to me with the greatest care and attention.

Of a truth this Government had never, and can never have, such a firm friend and ally—so sincere and disinterested in its friendship, as the Honorable Company's Government, who, regardless of its own advantage, has rejected personal property to so very considerable an amount bequeathed by Her Highness the Bhow Begum, and determined to transfer the whole of that property to me, after providing for the payment of the legacies and annuities to the Begum's near relations and dependents, which Her Highness so properly bequeathed to them, and which the British Government has justly guaranteed. Words are inadequate to express the sense which I entertain of this conduct; and of course I most cheerfully acquiesce in the arrangements which His Lordship has proposed to me, regarding the assignment of lands in Puchumrath, for the expenses of the Begum's mausoleum, and the other purposes of her Will. Accordingly I hereby engage that, when it shall please Almighty God to remove my venerable grandmother from this transitory scene, villages in the District of Puchumrath, yielding a revenue of ten thousand Rupees per annum, shall be set apart and granted in perpetuity for the charges of Her Highness' mausoleum, and further that all the stipends and provisions which Her Highness' relations enjoy and have hitherto received from this Government shall be continued to them and their heirs in perpetuity, without any deduction whatever. Considering you as my sincere

friend and well-wisher, I request you to report these engagements for His Lordship in Council's satisfaction, without any delay.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

No. XLIII.

FROM

HIS EXCELLENCY THE VIZIER.

Received 28th November 1814.

In my letter of the 5th of Zee Hijjeh (19th instant) I transmitted to you a statement of the pensions to be hereafter paid from your treasury, excluding those of Teyyuba Begum and her relations. On further consideration it seems proper that, according to your original suggestion, Teyyuba Begum should be included in the list, and it is further my present desire that the allowance of Ramazan Alee Khan should be added, making in all, as per the sealed statement enclosed, a sum of six lakhs and fifty-one thousand Rupees per annum, for which a provision shall be made. I therefore write to desire that the purport of this letter and statement be submitted by you to my respected uncle, the Right Honorable the Governor-General Lord Moira, and in the case of His Lordship's approval that the monthly stipends of all the persons named in the statement be issued hereafter from the Honorable Company's Treasury, beginning with the first of the present month of Zee Hijjeh, 1229 Hijery (14th November 1814), and that their receipts be transmitted to me. Let my former sealed statement be returned.

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

An Account of the Pensions payable from the interest of one crore eight lakhs and fifty thousand Rupees, given as a Loan to the Honorable Company's Government at 6 per cent. per annum, to commence from the 1st of Zeiheeja 1229, corresponding with the 14th of November 1814—Interest monthly, 54,250—Ditto annually, 6,51,000.

PENSIONERS.	Monthly.			Annually.		
	<i>Rs.</i>	<i>a.</i>	<i>p.</i>	<i>Rs.</i>	<i>a.</i>	<i>p.</i>
His Royal Highness Mirza Soleyman Shekoh	6,000	0	0	72,000	0	0
The Nawab Shums-ood-Dowlah, with family and dependents, viz. :—						
His former allowance	14,171	14	0			
Increased ditto	2,494	12	6			
	16,666	10	6	2,00,000	0	0
The dependents of the late Shums-oon-Nissa Begum, 15 in number	4,000	0	0	48,000	0	0
Mirza Shabanut Alee Khan	2,800	0	0	33,600	0	0
Mirza Mendoo	1,647	0	0	19,764	0	0
The family of the late Mirza Alee Khan and Salar Jung	6,749	13	9			
Deduct from the above, on account of the stipend of Mirza Tuckee's mother and Mooluffur Alee Khan and Mirza Ishmael, &c., &c., Bannoo Begum Shums-oon-Nissa and Furzana Khanum	22	0	0			
	6,727	13	9	80,734	3	0
Mirza Cossim Alee Khan, viz. :—						
His former allowance	2,847	10	6			
Increased ditto	551	5	6			
	3,399	0	0	40,788	0	0
Akbar Alee Khan and Usghur Alee Khan	2,109	6	0	25,312	8	0
Teyubban Begum and 14 persons, viz. :—						
Allowance	3,299	2	6			
Deduct fees at the Treasury	33	0	0			
	3,266	2	6	39,193	14	0
Mirza Ramzan Alee Khan	4,900	0	0			
Deduct fees at the Treasury	49	0	0			
	4,851	0	0	58,212	0	0
Hooseyn Alee Khan, son of the late Hyder Beg Khan, 42 persons	2,000	0	0	24,000	0	0
Dependents of the late Tehseen Alee Khan, 19 persons	775	0	0	9,300	0	0
	54,242	0	9	6,50,904	9	0
Balance	7	13	3	95	7	0
Rupees	54,250	0	0	6,51,000	0	0

(A true translation.)

(Sd.) J. BAILLIE,
Resident.

Camp Kurnaul, the 2nd January 1815.

I do hereby acknowledge that His Excellency the Nabob Vizier-ool-
(Persian version omitted.) Mumalik, Refaut-ood-Dowlah, Ruffe-ool Moolk, Mirza
Ghazee-ood-Deen Hyder Khan Behaudur, Shahamut
Jung, did, on the 24th day of December last, pay into the Honorable Com-
pany's Treasury at Lucknow, the sum of Lucknow Sicca Rupees (Lucknow
Sicca Rs. 58,50,000) fifty-eight lakhs and a half,* which is to be accounted
for to His Excellency or order in manner following:—Interest on the prin-
cipal, at the rate of six per cent. per annum from that date to the 30th June
1815, will be paid to His Excellency at the Honorable Company's Treasury
at Lucknow, or at his option, be added to the principal, His Excellency paying
or receiving the fraction of 100 Lucknow Sicca Rupees, so that the amount
may be brought to even hundreds, and for the principal alone, or with interest
so added, as the case may be, a Promissory Note, to be dated the 30th of June
1815, will be granted, paying conformably to the conditions of the advertise-
ment published in the *Calcutta Gazette* of the 1st of July 1814.

L. S.

(Sd.) MOIRA.

By His Excellency the Right Honorable the Governor-General.

(Sd.) C. M. RICKETTS,
Secy. to the Governor-General.

By His Excellency the Right Honorable the Governor-General.

(Sd.) G. SWINTON,
Persnl. Secy. to the Governor-General.

* The acknowledgment for the other half crore cannot be found.

No. XLIV.

TREATY between HIS EXCELLENCY the NABOB VIZIER-UL-MOMALIK REFAUT-OD-DOWLAH, RUFEE OOL MOOLK, GHAZEE-OD-DEEN, HYDER KHAN BEHAUDER, SHEHAMUM JUNG and the BRITISH GOVERNMENT, for the transfer to His Excellency of the District of KHYREEGUR and of certain lands conquered by the British Government from the RAJA of NEPAUL, in commutation of HIS EXCELLENCY's second loan to the BRITISH GOVERNMENT, and for the exchange of the Pergunnah of HANDIA, belonging to HIS EXCELLENCY the VIZIER, for that of NABOBGUNGE, belonging to the BRITISH GOVERNMENT settled by HIS EXCELLENCY THE NABOB VIZIER on his own part, and by RICHARD STRACHEY, BRITISH RESIDENT at the COURT of HIS EXCELLENCY, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE the EARL of MOIRA, K.G., GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*1st May 1816.*

ARTICLE 1.

The British Government hereby cedes to His Excellency the Vizier in full and perpetual sovereignty the District of Khyreegur, also the low lands between Khyreegur and the hills, and those between His Excellency's territory further to the eastward and the hills; that is, the whole of the late Goorka possessions below the hills, extending on the west from the River Gogra to the British District of Goruckpore on the east, and bounded on the south by His Excellency's possessions and the District of Khyreegur, and on the north by the hills. The Goorka orders of surrender of that tract will accordingly be made over to His Excellency the Vizier, and the British Government hereby engages to establish His Excellency's authority in the above-mentioned territory.

ARTICLE. 2.

His Excellency the Nabob Vizier, in return for the cession mentioned in the preceding Article, hereby annuls the debt of the British Government to His Excellency of one crore of Rupees, being the total amount of His Excellency's second loan to the Company during the last year; the interest of which loan will cease from the date of His Excellency's receiving possession of Khyreegur and the conquered lands above-mentioned, when the acknowledgments granted to His Excellency will be returned.

ARTICLE 3.

His Excellency the Nabob Vizier hereby cedes to the British Government the Pergunnah of Handia (otherwise called Kewye), which forms part of His Excellency's District of Pertaubgur, and which intervenes between the British Districts of Jaunpore, Meerzapore, and Allahabad; and the British Government cedes to His Excellency in exchange the Pergunnah of Nabobgrunge, which forms part of the District of Goruckpore, or a piece of territory, the revenue of which may be equivalent to that of the Pergunnah of Handia.

ARTICLE 4.

The British Government engages that, after the establishment of His Excellency's authority in the District of Khyreegur and in the conquered lands above-mentioned, if any disturbances arise, from whatever cause, they will effectually suppress them, and if, notwithstanding the co-operation and support of the British Government, His Excellency should be deprived of those possessions, other lands yielding the same revenue shall be given to His Excellency.

This Treaty, consisting of four Articles, having been settled by His Excellency the Nabob Vizier for himself, and by Richard Strachey, Resident at the Court of Lucknow, on the part of the British Government, the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His Excellency the Vizier, from whom he has received a counterpart, also duly executed by His Excellency. The Resident engages to procure and deliver to His Excellency the Vizier a copy of the same, under the seal and signature of His Excellency the Right Honorable the Governor-General, when that executed by the Resident will be returned.

Done at Lucknow, on the 1st of May 1816, corresponding with the 2nd of Jemady-oo-Sanee, 1231 Hegira.

Seal of
Ghazee-ood-
deen Hyder.

Seal of
the Governor-
General.

(Sd.) MOIRA.
" N. B. EDMONSTONE.
" A. SETON.
" G. DOWDESWELL.

Ratified on the 11th of May 1816, by His Excellency the Right Honorable the Earl of Moira, K.G., Governor-General in Council.

(Sd.) JOHN ADAM,
Secretary to Government.

No. XLV.

AGREEMENT between HIS MAJESTY ABOO-UL-MOZUFFUR MORZOOD DEEN GHAZEE-OD DEEN HYDER SHAH, KING of OUDE, and the BRITISH GOVERNMENT on account of a sum which the former has given as a loan to the HONORABLE COMPANY, settled by HIS MAJESTY on his part, and by M. RICKETTS, ESQ., RESIDENT at the COURT of the KING of OUDE, on the part of the BRITISH GOVERNMENT, in virtue of full powers vested in him by the RIGHT HONORABLE WILLIAM PITT, LORD AMHERST, GOVERNOR-GENERAL in COUNCIL, &c., &c.,—*17th August 1825.*

ARTICLE 1.

His Majesty the King of Oude has given as a loan, for ever, to the Honorable Company, one crore of Rupees, the interest whereof being five lakhs of Rupees per annum, will be paid from the 1st of Mohurram, 1241 Hegira, to the persons hereafter particularized, by monthly instalments; and the interest of this sum will always remain at five per cent. per annum, though the British Government may reduce their interest below or raise it above the aforesaid rate.

ARTICLE 2.

This loan is made in perpetuity; the sovereigns of the Kingdom of Oude shall never have the power to take it back, nor shall they exercise any interference with its interest.

ARTICLE 3.

The British Government guarantees that it will pay for ever the monthly sums hereafter mentioned out of the interest of the above loan, to the persons set down in this instrument, in the current coin of the place where they may reside, without any deduction whatever.

ARTICLE 4.

The Honorable Company will always protect the honor of the stipendiaries, who will be paid out of this fund, and it will be the protector of their possessions, such as houses and gardens (whether bestowed by the King of Oude, or purchased or built by themselves), from the hands of the sovereigns and their enemies; and in whatever city or country they may be, their allowances will be paid to them there.

ARTICLE 5.

This Agreement having been settled by His Majesty the King of Oude for himself, and by M. Ricketts, Esq., Resident at the Court of Lucknow, on the part of the British Government; the Resident at Lucknow has delivered one copy thereof in Persian and English, signed and sealed by him, to His

Majesty the King of Oude, from whom he has received a counterpart, also duly executed by His Majesty. The Resident engages to procure and deliver to His Majesty the King of Oude a copy of the same, under the seal and signature of the Right Honorable the Governor-General in Council, when that executed by the Resident will be returned.

Interest Rupees Five Lakhs per annum, by Solar Years.

Twelve months, at per month Rupees forty-one thousand six hundred and sixty-six, ten annas, and eight English pie (Rs. 41,666-10-8).

To the persons attached to the new Imambareh, called Imambaraeh Nujuf Ushruf, according to a separate detail, Rupees one thousand one hundred and thirty-seven, ten annas, and eight pie (Rs. 1,137-10-8).

This sum will be paid for ever to the person who will be appointed to the charge of the Imambareh through the King, and its Amlah or officers will be kept or discharged at the pleasure of the superintendent.

Nabob Mobaruk Muhul, Rupees ten thousand (Rs. 10,000).

This allowance will be paid to the Begum Nabob Mobaruk Mohul, during her life-time, and after her demise one-third of the allowances will be paid to any person, or for any purpose, she may will: the remaining two-thirds and whatever may be the saving of the one-third agreeably to the will, which will be an addition to the two-thirds, or in case of her not making a will, the whole allowance is to be divided into two equal parts, one-half to be given to the Nujuf Ushruf, and the other half for Kerbulla to the High Priest and Majawurs, or persons who have its charge on the part of the said King, that His Majesty might thereby derive its benefits.

Sultan Marium Begum, Rupees two thousand five hundred (Rs. 2,500).

To be given during the life-time of Sultan Marium Begum, as to Nabob Mobaruk Muhul, and after her death to be appropriated in the same manner.

Moomtaz Muhul, Rupees one thousand one hundred (Rs. 1,100).

As the foregoing.

Surfraz Muhul, Rupees one thousand (Rs. 1,000).

Ditto ditto.

The servants and dependents of Surfraz Muhul, as per separate list, Rupees nine hundred and twenty-nine (Rs. 929).

To be paid in perpetuity as per separate statement. The allowance of persons dying without heir, to be added to the sums for Nujuf Ushruf and Kerbulla.

Nabob Moatummud-ood-Dowla Behauder, Rupees twenty thousand (Rs. 20,000).

This allowance is to be paid in perpetuity to the Nabob and his heirs. It will be paid in perpetuity after his demise, agreeably to his will, to his sons, daughters, and wives, and other dependents. If it happens that he makes no will, in that case the allowance is to be given to his lawful heirs, according to the laws of inheritance, in conformity to the tenets of the Sheeas. The

allowances which are assigned to his wife, one son, and a daughter, from this fund, as specified below, are also to be continued in perpetuity separately, and whatever the Nabob may bequeath to them out of the above allowance, is to be given to them in perpetuity separately; and, in like manner, if a will be not made, shares are to be given to these three persons from the Nabob's allowance according to law.

Nabob Begum, the wife of Nabob Moatummud-ood-Dowla, Rupees two thousand (Rs. 2,000).

This allowance is to be paid to her during her life-time, and after her death to be paid to her lawful heirs, in perpetuity, according to the laws of inheritance, in conformity to the tenets of the Sheeas.

Nabob Auleeah Begum, the daughter of the said Nabob, Rupees one thousand (Rs. 1,000).

According to the foregoing rule.

Ameen-ood-Dowla Behauder, son of the Nabob, Rupees two thousand (Rs. 2,000).

Ditto ditto ditto.

Done at Lucknow, the 1st Mohurram, 1241 Hegira, corresponding with the 17th August 1825.

(Sd.)	MORDANT RICKETTS, <i>Resident.</i>
„	AMHERST.
„	J. H. HARRINGTON.
„	W. B. BAYLEY.

Ratified by the Right Honorable the Governor-General in Council at Fort William in Bengal, the Thirtieth day of September, One thousand Eight Hundred and Twenty-five A. D.

(Sd.) GEO. SWINTON,
Secretary to Government.

No. XLVI.

TREATY containing eight ARTICLES with HIS MAJESTY the KING of OUDE, and the GOVERNMENT of the HONORABLE the EAST INDIA COMPANY, through M. RICKETTS, ESQUIRE, RESIDENT at LUCKNOW, in respect to a sum HIS MAJESTY has advanced in loan,—1st March 1829.

ARTICLE 1.

His Majesty the King of Oude has paid, and the Governor-General in Council on the part of the East India Company has received, in loan, the sum of Lucknow Sicca Rupees sixty-two lakhs and forty thousand.

ARTICLE 2.

On the said principal sum, interest at the rate of 5 per cent, per annum in quarterly payments, according to the English months, shall be paid from the treasury of the Resident.

ARTICLE 3.

The total of the yearly interest is three hundred and twelve thousand Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified, to the following persons, during life, on their receipts under seal:—

	Per mensm.	Per annum.
Nabob Mulky Zemana	10,000	1,20,000
„ Tauj Muhl	6,000	72,000
„ Mookhuddaree Aolia	6,000	72,000
„ Sultan Aulia, sister of the Prince	4,000	48,000
	<u>26,000</u>	<u>3,12,000</u>

ARTICLE 4.

When any of the above pensioners may die, leaving an heir or heirs, at its election, the English Government may continue, as before, the pension to the heirs of the deceased, or make over to them the principal sum proportionate to the pension in question, according to the rate before-mentioned.

ARTICLE 5.

Should any of the said pensioners, or succeeding her, her issue, die before His Majesty without heirs, in that case the lapsed pension will revert to His Majesty.

ARTICLE 6.

Should any of the said pensioners above-named reside in the territory of the English Company, the Resident at Lucknow shall remit to her there her established pension.

ARTICLE 7.

The said pensioners, and after them their issue, who, on their decease, may first succeed to their respective pensions, shall always experience the special favour and kindness of the British Government, and it will be the duty of the Resident for the time being to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 8.

The Resident will apply to the Right Honorable the Governor-General in Council for a document to the effect of the foregoing, under his seal and signature, and deliver the same when received to His Majesty.

Given on the 1st March 1829, corresponding with the 24th Shaban, 1244 Hegira.

Governor-General's
square seal.

(Sd.) M. RICKETTS, *Resident.*
" W. C. BENTINCK.
" W. B. BAYLEY.
" C. T. METCALFE.

Ratified by the Right Honorable the Governor-General in Council, at Fort William in Bengal, the Eighth day of May, One Thousand Eight Hundred and Twenty-Nine.

(Sd.) A. STIRLING,
Secretary to Government.

No. XLVII.

DEED of AGREEMENT between the KING of OUDE and the BRITISH GOVERNMENT, concerning the deposit of three lakhs (3,00,000) of Rupees, the interest to be given in perpetuity to the poor of Lucknow,—*12th December 1833.*

First.—Seeing that deeds of charity and mercy are by the King of Kings, the Great Creator of all things, commanded to be done of all men: and that particularly from Kings and Governors, who are distinguished among men and entrusted by Providence with wealth and riches, and with ample means whereby to provide for the protection, necessities and comforts of God's people, does an all-seeing Providence look for deeds of benevolence and charity; and, further, seeing that the vanities of life are fading, and perish in the using and leave no trace behind, and it is not only becoming and proper, but gratifying to the best feelings of the mind to leave a memorial behind, agreeably to the saying, that it is better for a "man to leave a name behind him than a Golden Palace:" His Majesty the King of Oude, Aboon Nuseer, Kootboodeen Solyman Jah Sultani Audil Nowsherewan Zaman, remembering the commands of the King of Kings to feed the hungry, to clothe the naked, and to comfort the afflicted, does, of the treasures which Providence has bestowed on him, most freely and with unfeigned pleasure determine to endow a charity, which shall relieve the poor of his capital, the City of Lucknow, now and through future generations, and remain a remembrance of his name and of his reign in after ages.

Second.—To this end, the King of Oude hereby places in the Residency treasury the sum of three lakhs (3,00,000) of Rupees, to be lodged in the four per cent. loan of the British Government, the interest of which, being 12,000 Rupees per annum, is to be paid at the rate of one thousand (1,000) Rupees a month to the poor in perpetuity.

Third.—It shall not be optional with the future Rulers of Oude, or with any power whatever, to resume this money or to appropriate it to any other purpose; on the contrary, it is placed under the guarantee of the British Government, for the express end that it may for ever remain to be distributed to the poor, in the name of His present Majesty, and its denomination shall be the charity of "Nuseer-ood-Deen Hyder, King of Oude."

Fourth.—The King of Oude reposing great confidence upon the stability and good faith of the British Government, entirely entrusts the charity to the management and discretion of the Right Honorable Lord William Cavendish Bentinck, G.C.B., Governor-General, and to all future Governors-General of British India, under whatsoever denomination they may rule, and requests that they may be pleased to authorise their Residents or representatives at this Court to distribute the interest to real objects of charity, such as the lame, the maimed, the blind, the helpless aged, the lepers, and those who are destitute; this will be an act acceptable to God and praised of men. To the watchful care of Providence, therefore, and to the known honor and good faith of the British Government is this charity committed, in the hope that through the same kind Providence, in all future generations, so long as this world lasts, the money may be devoted solely and entirely to the support of God's poor.

Fifth.—The Right Honorable Lord William Cavendish Bentinck, G.C.B., &c., Governor-General of British India, hereby, on the part of the British Government, entirely approving of His Majesty's charitable intentions, guarantees that the interest of the sum of three lakhs (3,00,000) of rupees, at four (4) per cent., amounting monthly to one thousand (1,000) rupees, shall, from the 1st May 1883, be paid in perpetuity to the poor of Lucknow, in accordance with the benevolent intentions set forth by the King of Oude in the foregoing Articles.

Done this Twelfth day of December, Eighteen Hundred and Thirty-Three (1833), at Fort William in Bengal.

No. XLVIII.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS MAJESTY ABDOOL FUTTEH MOEEN-OD-DEEN NOWSHERE-WANI-AUDIL SULTANI ZAMAN MAHAMMUD ALLI SHAH, KING of OUDE, —11th September 1837.

Whereas by the subsisting alliance between the Honorable the East India Company and the Oude States, the British Government is bound to defend the

Oude Territories against foreign and domestic enemies, the Sovereign of Oude engaging to retain in his service only a small specified number of troops: and whereas, while the British Government has faithfully and scrupulously performed the obligations so imposed on it, the engagement on the part of the Oude State has been habitually infringed, there being now in the employment of His Majesty the King of Oude a large and expensive military force; and whereas experience has shown that the execution of all the provisions of the Treaty of 1801 is attended with serious difficulty, and it is desirable and proper that a modified arrangement, consistent with the principles of that Treaty, and conducing to the prosperity and advantage of both States, should be introduced; and whereas the restrictions as to the amount of military force to be employed by His Majesty the King of Oude may with propriety be relaxed, on condition that an adequate portion of the increased force shall be placed under British discipline and control, so as at once to promote the general interests of the Indian Empire, and in particular the dignity and safety of the King, providing at a reduced cost for the efficiency of his national military establishment: and whereas Article 6th of the Treaty of 1801 requires that the Sovereign of Oude always advising with, and acting in conformity to, the counsel of the Officers of the Honorable Company, shall establish in his reserved dominions such a system of administration (to be carried into effect by his own officers) as shall be conducive to the prosperity of his subjects, and be calculated to secure the lives and property of the inhabitants, but provides no remedy for the neglect of that solemn and paramount obligation: and whereas the infraction of this essential engagement of the Treaty, and inattention to the first duty of a Sovereign on the part of several successive Rulers of Oude, have been continued and notorious, and have ever exposed the British Government to the reproach of imperfectly fulfilling its obligations towards the Oude people, and it is therefore just and proper that the defect alluded to in Article 6th of the Treaty aforesaid should be rectified; the following provisions have accordingly been arranged and concluded on the one part by Lieutenant-Colonel John Low, Resident at the Court of Lucknow, in the name and on behalf of the Right Honorable Lord Auckland, Governor-General of India in Council, and on the other, by Abool Futteh Moeen-Ood-Deen Sultani Zaman Nowsherewan-i-Audil, Mohummud Alli Shah, King of Oude, for himself and his heirs; and this agreement is to hold good from generation to generation to the end of time.

ARTICLE 1.

Article third (3rd) of the Treaty, dated the tenth of November, one thousand eight hundred and one, is hereby cancelled, and His Majesty the King of Oude may employ such a military establishment as he may deem necessary for the government of his dominions. His Majesty engages, however, to make a suitable reduction of his establishment, when it may appear to the British Government, from its pressure on the finances of the country or other causes, to be obviously excessive.

ARTICLE 2.

The Honorable East India Company engages, as before, to defend the Oude State against all foreign and domestic enemies; but it will be proper

and advisable that His Majesty the King of Oude shall organize, as a part of his augmented military establishment, a disciplined force for the general support of his authority within his dominions.

ARTICLE 3.

The King of Oude agrees that the portion of his troops, to be organized as stipulated in the preceding article, shall consist of not less than two regiments of cavalry, five of infantry, and two companies of gendarmes, for whose regular payment a suitable arrangement will be made.

ARTICLE 4.

The Government of Oude will fix the sum of sixteen (16) lakhs of Rupees per annum for the expenses of the force, stipulated to be maintained in the third (3rd) Article of this Treaty, including their pay, arms, equipments, and public buildings of the cantonments, &c., and as this force is so to be organized, as to ensure its efficiency for all descriptions of service, it will be open to future decision whether it may be advisable (with the consent of both governments) to have a small party of horse artillery, instead of a few of the horsemen, and a small body of pioneers, instead of a few infantry sepoys; but it is a settled compact between the two States that the expenditure on account of this new force, whatever may be its organization, shall not exceed sixteen (16) lakhs of Rupees, including every description of expense connected with it. And also, in consequence of this year being one of great scarcity, and the expenditure of the Oude Government being very great, owing to its having to pay up a large amount of arrears due to troops and establishments, greater than usual, it is on these accounts hereby settled that for a period of eighteen (18) months, reckoning from the first of September, one thousand eight hundred and thirty-seven, the organization of the new force shall not be commenced; and accordingly that no demands shall be made upon the Oude Government for money to pay the above-mentioned troops until the first of March, eighteen hundred and thirty-nine.

ARTICLE 5.

The British Government hereby engages to supply, and the King of Oude to take into his service, an adequate number of British Officers, to be constantly employed with such force for the purpose of maintaining its due discipline and securing its permanent efficiency.

ARTICLE 6.

This auxiliary force will ordinarily be fixed at such stations within the Oude territory as may, with the consent of both governments, from time to time, to both seem most convenient, and will be employed on all occasions on which its services may be deemed necessary by the King of Oude, with the concurrence of the British Resident; but it is to be clearly understood that such force is not to be employed in the ordinary collections of revenue.

ARTICLE 7.

In modification of Article 6th of the Treaty above referred to, it is hereby provided that the King of Oude will take into his immediate and earnest consideration, in concert with the British Resident, the best means of remedying the existing defects in the Police, and in the Judicial and Revenue Administrations of his dominions, and that if His Majesty should neglect to attend to the advice and counsel of the British Government or its local representative, and if (which God forbid) gross and systematic oppression, anarchy and misrule should hereafter at any time prevail within the Oude dominions, such as seriously to endanger the public tranquillity, the British Government reserves to itself the right of appointing its own officers to the management of whatsoever portions of the Oude territory, either to a small or to a great extent, in which such misrule as that above alluded to may have occurred, for so long a period as it may deem necessary, the surplus receipts in such case, after defraying all charges, to be paid into the King's treasury, and a true and faithful account rendered to His Majesty of the receipts and expenditure of the territories so assumed.

ARTICLE 8.

And it is hereby further agreed that in case the Governor-General of India in Council should be compelled to resort to the exercise of the authority vested in him by Article 7th of this Treaty, he will endeavour, as far as possible, to maintain (with such improvements as they may admit of) the native institutions and forms of administration within the assumed territories, so as to facilitate the restoration of those territories to the Sovereign of Oude when the proper period for such restoration shall arrive.

ARTICLE 9.

All the other provisions and conditions of former Treaties between the British Government and the Oude State, which are not affected by the above convention, are to remain in full force and effect.

The above Treaty, consisting of nine Articles, is executed at Lucknow, this Eleventh day of September, in the year of Our Lord One Thousand Eight Hundred and Thirty-Seven, corresponding with the Tenth day of Jamados-sanee, Twelve Hundred and Fifty-Three Hegira.

(Sd.) AUCKLAND.
 „ A. ROSS.
 „ W. MORISON.
 „ H. SHAKESPEAR.

Square Persian Seal of the Gov- ernor-General.

Ratified by the Governor-General of India in Council, at Fort William in Bengal, this Eighteenth day of September, One Thousand Eight Hundred and Thirty-Seven.

(Sd.) W. H. MACNAGHTEN,
Secretary to the Government of India.

No. XLIX.

DUPPLICATE DEED of ENGAGEMENT, containing Eight Articles, with HIS MAJESTY ABOOL FUTTEH, MORENOODDEEN, SOOLTAN OOOZAMAUN NOWSHEIRWANI AUDIL MOHUMMUD ALEE SHAH, King of Oude, and the GOVERNMENT of the HONORABLE EAST INDIA COMPANY, through LIEUT.-COLONEL JOHN LOW, Political Resident at Lucknow, in respect to a sum of money which His Majesty has given in loan in perpetuity,—
22nd November 1838.

ARTICLE 1ST.

His Majesty the King of Oude has paid, and the Right Honorable the Governor-General of India, on the part of the East India Company, has received, in perpetuity, the sum of Lucknow Sicca Rupees seventeen lakhs (17,00,000).

ARTICLE 2ND.

On the said principal sum, interest at the rate of four (4) per cent. per annum, in quarterly payments, according to the English months, shall be paid from the treasury of the Resident at Lucknow.

ARTICLE 3RD.

The total of the yearly interest is sixty-eight thousand (68,000) Lucknow Rupees. This shall be paid in pension in four equal instalments, and in the proportions specified to the following persons, and to their heirs, in perpetuity, on their receipts, under their seals.

Seven Ladies of the Royal Palace.

Mulkae Jehan Fuhroozaman Nowab Hameeda Sultan Begum, per month 400, per annum	4,800
Nowab Huzoor Khanum, per month 100, per annum	1,200
Nowab Ameer Khanum, per month 100, per annum	1,200
Nowab Oomrao Khanum, per month 100, per annum	1,200
Nowab Wuzeer Khanum, per month 100, per annum	1,200
Nowab Nourozee Khanum, per month 100, per annum	1,200
Nowab Padshah Khanum, per month 100, per annum	1,200

Eight Princes and their Muhuls.

Mirza Khoorrum Bukht, 300; Nowab Oomrao Buhoo, 100; per month 400, per annum	4,800
Mirza Azeemooshan, 300; Nowab Amar Buhoo, 100; per month 400, per annum	4,800
Carried over	21,600
	K 2

Eight Princes and their Muhuls—contd.

	Brought forward	21,600
Mirza Rufeoooshan, per month 300, per annum	3,600	
Mirza Furkhooda Bukht, per month 300, per annum	3,600	
Mirza Hoomayoon Bukht, per month 300, per annum	3,600	
Nowab Wuzeer Buhoo, per month 100, per annum	1,200	

Seven Princesses.

Nowab Sooltan Aulesa Begum, per month 400, per annum	4,800
Nowab Sooltan Roushan Ara Begum, per month 400, per annum	4,800
Nowab Zeenutoonnissa Begum, per month 300, per annum	3,600
Nowab Gowher Ara Begum, per month 300, per annum	3,600
Nowab Sooltan Begum, per month 300, per annum	3,600
Nowab Fakhuroonnissa Begum, per month 300, per annum	3,600
Nowab Zeeboonnissa Begum, per month 300, per annum	3,600

Eight Miscellaneous Persons.

Nowbatee Khanum, per month 40, per annum	480
Nowbaher, per month 40, per annum	480
Hameedu Khanum, per month 40, per annum	480
Pearee Khanum, per month 40, per annum	480
Wafatee Khanum, per month 40, per annum	480
Goolchera, per month 33, per annum	396
Shurufoddowlah Mohummud Ibrahim Khan, per month 111, per annum	1,332
Azeemoolah Khan, per month 222-10-8, per annum	2,670
Total, Rupees per month, 5,666-10-8; per annum	68,000

ARTICLE 4TH.

When any of the above pensioners may die without issue, his or her pension shall revert to the King of Oude.

ARTICLE 5TH.

Should any of the said pensioners or his or her heirs reside in the territory of the British Government, the Resident at Lucknow shall remit to him or her the established pension.

ARTICLE 6TH.

The said pensioners and after them their issue, who, on their decease, may succeed to their respective pensions, shall always experience the special favor and kindness of the British Government, and it will be the duty of the Resident, for the time being, to treat them uniformly with respect and attention, and exert his good offices on all occasions in their behalf.

ARTICLE 7TH.

As Shuruf-ood-dowlah Moozuffer-cool-Moolk, Mohommud Ibrahim Khan Buhadoor Moostukeem Jung, and Azeemoollah Khan Buhadoor are the old and faithful servants of the King of Oude, His Majesty, being persuaded that their agency will contribute to the efficient performance of these provisions, and will effectually prevent mismanagement, has appointed Shuruf-ood-dowlah to the situation of Vakeel for the purpose of communicating the representations of all the pensioners, and receiving their pensions from the Residency Treasury, and has assigned to Azeemoollah Khan the duty of distributing the said pensions to the pensioners. The pensions of the several persons mentioned in this document, shall therefore be paid to Shuruf-ood-dowlah, from the Residency Treasury; and it shall be the duty of all the pensioners to make their representations and receive their pensions through those two individuals.

ARTICLE 8TH.

The Resident will apply to the Right Honorable the Governor-General of India for a document to the effect of the foregoing under his seal and signature, and deliver the same, when received, to His Majesty.

Given at Lucknow, this Twenty-Second day of November, in the year of Our Lord One Thousand Eight Hundred and Thirty-Eight, corresponding with the third of Ramzan, One Thousand Two Hundred and Fifty-Four Hajra.

(Sd.) J. Low, *Lieut.-Colonel,*
Political Resident at Lucknow.

No. L.

DEED OF TRUST (dated 23rd November 1839) on the part of HIS MAJESTY ABOOL FUTTEH MOOBEENODDEEN SOOLTAN OOZZA-MAN NOWSHEREWANI AUDIL MOHUMMED ALLI SHAH, KING of OUDE, to the OFFICERS of the HONORABLE COMPANY'S GOVERNMENT, to the following effect:—

ARTICLE 1ST.

The sum of twelve lakhs (12,00,000) of Lucknow Sicca Rupees, at the rate of four (4) per cent. per annum, has been deposited by us in perpetuity in the Honorable Company's Treasury at the Residency of Lucknow, and the interest amounting to forty-eight thousand (48,000) Lucknow Sicca Rupees per annum has been bestowed as a gift upon the persons herein mentioned, and for the expenses of Hossainabad Moobaruk, &c. We have nominated and appointed Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor, and Azeemoollah

Khan Bahadoor, our old and confidential servants, and after them their descendants, generation after generation, to the situation of Daroghas or Superintendents of the Mosque, and Shurf-ood-Dowlah Moozuffur-ool-Moolk Mahomed Ibrahim Khan Bahadoor Moostaqueem Jung and his descendants after him, to the duties of vakeel [mootwussit] of the pensioners only, to the exclusion of all interference with Hossainabad Moobaruk and the new road and their dependencies.

It is incumbent on the officers of the Honorable Company's Government to pay in perpetuity from the Residency Treasury to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor and to their descendants, generation after generation [independent of Shurf-ood-Dowlah] the money for the expenses of Hossainabad Moobaruk, &c., from the aforesaid interest, according to the following detail in quarterly payments, or in four equal instalments, agreeably to English months. The stipends of the pensioners to be paid through Shurf-ood-Dowlah; the pensioners are to give receipts in duplicate under their seals. Receipts for the expenses of Hossainabad Moobaruk and the repairs of the new road are to be taken under the seals of the aforesaid Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor and their descendants. Let the representations of Ruffeek-ood-Dowlah Syud Imam Alli Khan Bahadoor and Azeemoollah Khan Bahadoor, regarding Hossainabad Moobaruk and the new road, without, and those respecting the pensioners, with the intervention of Shurf-ood-Dowlah Bahadoor, be complied with. It is proper and necessary that the pensioners should act agreeably to the suggestions of the superintendents and the vakeel, considering such a proceeding beneficial to their interests, and should any of the pensioners enumerated in this Deed or their heirs go and reside within the territories of the Honorable Company, the Resident for the time being shall cause their pensions to be remitted to their place of residence.

<i>To the seven sons-in-law as follows :—</i>		Per mensem.	Per annum.	
To Nowab Mohseen-ood-Dowlah Muntiz-ool-Moolk Mohseen Allee Khan Bahadoor Ghazuffur Jung		100	1,200	
To Nowab Moneer-ood-Dowlah Mukhtar-ool-Moolk Abool Hussain Khan Bahadoor Dilawur Jung		100	1,200	
To Nowab Iktidar-ood-Dowlah Mohtashim-ool-Moolk Mehdee Allee Khan Bahadoor Teighum Jung		50	600	
To Nowab Moazzim-ood-Dowlah Roostam-ool-Moolk Bakur Allee Khan Bahadoor Mahabut Jung		50	600	
To Nowab Moojahed-ood-Dowlah Syful Moolk Zein-ool-Abdseen Khan Bahadoor Juladut Jung		50	600	
To Nowab Ghazuffur-ood-Dowlah Munir-ool-Moolk Sultan Merza Khan Bahadoor Salabut Jung		50	600	
To Nowab Jemar-ood-Dowlah Zyghum-ool-Moolk Hadee Allee Khan Bahadoor Kaem Jung		50	600	5,400
To Meemtaz-ood-Dowlah Muddabir-ool-Moolk Mirza Hossain Allee Khan Bahadoor Tahower Jung, grandson (son's son) of His Majesty		50	600	600
Carried over				6,000

		Per ensem.	Per annum.	
<i>To the three Daughters-in-law :—</i>				
Brought forward		6,000
Mulkae Duhr Nowab Khakan Bahoo		100	1,200	
Mulkae Asar Nowab Kysur Bahoo		50	600	
Mulkae Aulum Nowab Khoosroo Bahoo		50	600	
<i>To three Ladies of the Muhul :—</i>				2,400
Nowab Oomda Khanum		40	480	
" Mootee Khanum		30	360	
" Muhboobum Khanum		30	360	
<i>To the under-mentioned individuals :—</i>				1,200
Nowab Moonowar-ood-Dowlah Mookurru-ool-Moolk Ahmed Allee Khan Bahadoor Julfakar Jung		300	3,600	
Iftikar-oon-Nissa, wife of Nowab Moonowar-ood-Dowlah Ahmed Allee Khan Bahadoor		200	2,400	
Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor		30	360	
Zyghum-ood-Dowlah Mahomed Tuckee Allee Khan Bahadoor, son of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor		30	360	
Attacollah Khau Bahadoor		40	480	
<i>For the expenses of Hossainabad Moobaruk, the Inn and the Tank and their dependencies, as follows :—</i>				7,200
For the expenses of Hossainabad Moobaruk and its Dependencies		2,000	24,000	
For the repairs of the new road		500	6,000	
<i>Fizza African and Emauman, wives of Azeemoollah Khan Baha- door, as follows :—</i>				30,000
Fizza African		50	600	
Emauman		50	600	
Total Rs.	48,000

ARTICLE 2ND.

As the pensioners enumerated in this deed are objects of our peculiar consideration and favor, it is necessary that the Resident for the time being, owing to the union and friendship subsisting between the two Governments, treat them with kindness, and, considering them deserving of the support of the British Government, always afford them his aid and assistance.

ARTICLE 3RD.

Should it happen that any of the pensioners or after them any of their heirs, die without issue, the pension of the deceased shall be paid by the Resident, for the time being, for the expenses of Hossainabad Moobaruk, &c., to the superintendent (mutawully of the mosque), namely, to Ruffeek-ood-Dowlah Bahadoor and Azeemoollah Khan Bahadoor, and to their descendants.

ARTICLE 4TH.

As the whole of the income and disbursements of Hossainabad Moobaruk and the new road and their dependencies have been placed entirely at the disposal of Ruffeek-ood-Dowlah Syud Emam Allee Khan Bahadoor and

Azeemoollah Khan Bahadoor, without the participation of Shurf-ood-Dowlah Bahadoor, it is necessary that they should receive with honesty the sums set apart for Hossainabad Moobaruk and the other incomes of it and its dependencies, and expend them with all probity and economy, and carefully preserve the whole of the property in Hossainabad Moobaruk, so that to the utmost of their power it may not be lost or spoiled, and should no descendants of the mutawullies or superintendents of the mosque, or of the mutwussit or vakeel remain, let the Resident for the time being, with the concurrence of three-fourths of the pensioners, appoint one of the pensioners to the situation of the person dying without heir.

ARTICLE 5TH.

The undermentioned items of income are hereby remitted, and shall be devoted to the expenses of Hossainabad Moobaruk and its dependencies, and all the property in it is given by us as a gift. It shall not be optional with the Sovereigns of Oude, at any time, on any account whatsoever, to interfere in any way with it; and let the Resident for the time being, at the request of the mutawullis or superintendents in this particular matter, give his countenance and support, that this good work may continue in existence for ever.

The before-mentioned allowances shall be paid from the Honorable Company's Treasury for ever.

The rents of the shops attached to the Hossainabad Moobaruk.

The income from religious offerings.

Dated 15th of the month of Rumzan, 1255 Hijree, corresponding with the 23rd November 1839.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant.

No. LI.

TRANSLATION of the DEED OF TRUST executed by HIS MAJESTY ABOOL FUTTEH MOOEENOODDEEN SULTAN OOOZAMAN NOW-SHERWAN AUDIL MAHOMED ALI SHAH, KING of OUDE, in favour of the HONORABLE COMPANY, respecting the Hospital established at Lucknow, consisting of four Articles,—26th January 1840.

ARTICLE 1st.

The interest on two promissory notes, amounting to three lakhs forty thousand and eight hundred Calcutta Sicca Rupees, *viz.*, one for two lakhs and eighty-seven thousand, at an interest of 5 per cent. per annum by quarterly payments, and the other for fifty-three thousand and eight hundred Rupees,

at the interest of 4 per cent. per annum, by half-yearly payments, which is lodged in the Honorable Company's Treasury, I give and bequeath for the expenditure of the Hospital established in the time of the late King, in the capital of Lucknow. It is requisite and very necessary that the officers of the above-mentioned Government should pay the said interest, amounting to Calcutta Sicca Rupees 16,500, or Lucknow Sicca Rupees 17,244-9-6, according to the above mentioned periods of payments, from the Honorable Company's Treasury attached to the Residency of Lucknow, to Zuffer-ood-Dowlah Bahadoor, and after him to any person who may be appointed to the situation of Superintendent of the Hospital by this Government, and shall take a receipt under his seal.

ARTICLE 2ND.

It is very necessary that the whole of the interest arising from the above-mentioned sum may now and hereafter be laid out in providing medicine and food for the sick poor. Those patients who may prefer native medicines will be treated by native physicians, who will be appointed by this Government; and those who may desire European medicine will be treated by Dr. Stevenson, and after him by any gentlemen who may be in the service of this Government.

ARTICLE 3RD.

Although the Mutawully (or Superintendent) of the Hospital and native physicians will be appointed by this Government, yet the entire amount arising from the interest of the above-mentioned sum is strictly to be applied only to the purposes of the Hospital, both now and hereafter; and that no disorder or abuse be allowed to creep in its good management, it is incumbent on the Resident for the time being, in the spirit of the friendship and unanimity existing between the two States, always to afford his aid and assistance in maintaining this good work for ever.

ARTICLE 4TH.

It is requisite for the Superintendent of the Hospital to furnish monthly and annually accounts respectively of receipts and disbursements, &c., to the Dewanee Dufter of my Government, together with the receipts and other vouchers and accounts, and to consider himself held responsible for the honesty of the servants attached to the Hospital.

Dated 20th Zeckad, 1255 Higree, corresponding with the 26th of January 1840.

King's
Seal.

(True translation.)

(Sd.) D. WILKIE,
2nd Assistant Resident.



PART III.

TREATIES, ENGAGEMENTS, AND SANADS

RELATING TO

NEPAL.

THE early intercourse of the British Government with Nepal was exclusively of a commercial nature. Our political relations with Khatmandu date from the invasion of the valley by the Gurkhas under Raja Pirthi Narayan. In 1767 the Newar Raja of Khatmandu being hard pressed by the Gurkhas, applied for assistance to the British Government. Aid was granted, and Captain Kinloch was despatched with a small force in the middle of the rainy season. He was, however, compelled by the deadly climate of the Tarai to retire. The Gurkha Chief meeting but a feeble resistance, overran Nepal and extinguished the Newar dynasty, and was eventually recognized by the British Government as Raja of Nepal.

Having conquered the hill country of Makwanpur, the Gurkhas claimed the cultivated lowlands on payment to the British Government of the same tribute as was paid by the Raja of Makwanpur. The claim was admitted. For thirty years the Gurkhas continued to present yearly a large sized elephant as tribute for these lands, but the tribute was eventually relinquished by Article 7 of the Treaty of 1801 (No. LIII).

After the failure of Kinloch's expedition there was little connection with Nepal till the administration of Lord Cornwallis, when negotiations were opened by the Gurkhas through Mr. Duncan, then Resident at Benares, which resulted in the commercial Treaty of March 1792 (No. LII). For several years previous to 1792 the Gurkhas had been extending their conquests in the direction of Tibet. They had advanced as far as Digarchi, the Lama of which place was spiritual father to the Emperor of China. Incensed by the plunder of the sacred temples of Digarchi, the Emperor of China despatched a large army to punish the Nepal Raja. It was with a view to deter the Chinese

from the invasion of Nepal that the Gurkha Chief formed the commercial Treaty with the British, to whom he also applied for military aid.

Lord Cornwallis offered to negotiate a peace between Nepal and China, but before Major Kirkpatrick, who was deputed to Khatmandu for this purpose, reached the Nepal frontier, the Gurkhas had been compelled to conclude an ignominious Treaty with the Chinese General within a few miles of their capital.

The ostensible object of Kirkpatrick's mission was now at an end. But as he had instructions to take measures to improve the commercial advantages secured by the Treaty, he advanced to Khatmandu. The Gurkhas however evaded all his overtures and showed a determination to avoid a closer alliance, and in March 1793 Major Kirkpatrick quitted Nepal.

From this time till the year 1800 our intercourse with Nepal was restricted to occasional friendly letters, and the presentation by Nepal of the tribute for Makwanpur. In that year Ran Bahadur, the young Raja of Nepal, who in 1795 had forcibly assumed the management of the State and murdered the Regent, his uncle, and who for five years had ruled with intolerable tyranny, was forced to abdicate in favor of his illegitimate infant son Girvan Jodh Bikram, leaving one of his Ranis as Regent. He retired to Benares, where Captain Knox was appointed to attend him as Political Agent. Ran Bahadur was received by the British Government with every mark of distinction, and was supplied with large sums of money to meet his expenses. His presence within British territories was deemed a favourable opportunity for the renewal of attempts to form a closer alliance with Nepal. It was accordingly decided to open negotiations with the combined objects of procuring a suitable settlement for the deposed Prince, and of improving our relations with Nepal; also of giving full effect to the Treaty of 1792 which had become a dead letter, and arranging for the apprehension and surrender of fugitive dakaits who had long given trouble on the frontier. Captain Knox was deputed to the Nepal frontier to meet a deputation from Khatmandu. These objects, as well as the establishment of a Residency at Khatmandu, were provided for in the Treaty of October 1801 (No. LIII). Captain Knox was appointed the first Resident.

Knox was well received by the Rani Regent, and arrangements had just been concluded to give full effect to the Treaty, when Ran Bahadur's elder Rani, who had accompanied him to Benares, suddenly returned to Khatmandu, overthrew the Regency, and herself took charge of the young Raja

and the government. It now became the policy of the Darbar to evade fulfilment of its engagements with the British Government, and their aversion to the continuance of the Resident became so marked that in March, 1803, Captain Knox withdrew from Nepal, and on 24th January, 1804, Lord Wellesley formally dissolved the alliance with the Darbar.

As a consequence of the dissolution of the alliance Ran Bahadur was allowed to return to Nepal, where he inaugurated his re-accession to power by the murder of the leader of the party who was opposed to his interests. He was himself soon after killed in a dispute with his brother; and Bhim Sen Thappa, a young and ambitious man who had accompanied him into exile, obtained possession of the person of the young Raja, the illegitimate son of Ran Bahadur, and being countenanced by Ran Bahadur's chief Rani assumed the direction of affairs.

From the dissolution of the alliance in 1804 down to 1812, our transactions with Nepal consisted entirely of unavailing remonstrances against the most insolent aggressions on our frontier throughout its entire length, and in fruitless attempts to induce the Gurkhas to aid our officers in the suppression of dakaitis and robberies along the frontier. As early as 1804 the Nepalese had seized on the parganas of Butwal and Sheoraj, which had been ceded to the British Government by the Wazir of Oudh, under pretext of their having belonged to the possessions of the Palpa Raja, then subdued by Nepal. In 1808 the Gurkha Governor of the Morang seized on the entire zamindari of Bhimnagar, situated on the frontier of Purniah; but this case was so flagrant that Government determined on resenting it in good earnest, and in the month of June 1809 a British detachment was sent to the frontier with orders to resume the zamindari at the point of the bayonet. This decided measure was sufficient; and the Gurkhas not being yet willing to measure swords with the English, evacuated the lands in 1810. In 1811 the Gurkhas again crossed our frontier and at nearly the same time took possession of some lands on the Butwal and Bettia boundaries. This aggression was forcibly resisted by the people of the Bettia frontier and gave rise to the first border skirmish with the Nepalese.

Commissioners were appointed by the British and Nepal Governments to enquire into and adjust all frontier disputes. The investigation resulted in the establishment of the right of the British Government to the disputed districts, but the Nepalese evaded restitution. Lord Hastings thereupon threatened the forcible occupation of the lands if they were not evacuated by a

given date. The prescribed time having expired without a reply from Nepal, the disputed districts were occupied in the middle of April 1814.

War was now inevitable and it was formally declared on 1st November 1814. An arduous campaign, in which the Gurkhas fought most bravely and with much success, left us in possession of the hills west of the Kali, and the Gurkhas were disposed to treat for peace. Negotiations were twice broken off by the Gurkhas refusing to comply with the demand for the cession of the Tarai. A second campaign seemed inevitable, when Lord Hastings offered to pay yearly the estimated value of the Tarai, and made some other concessions, which induced the Nepal Commissioners to sign the Treaty of Segauli (Segowlie) on the 28th November, promising that the signature of the Raja should be obtained on the 12th December following.

The ratification of the Treaty however was withheld by the Darbar, who formally announced their intention of trying the result of a second campaign. Hostilities were therefore vigorously pushed by the British Government, and on 2nd December 1815, the Nepalese Commissioners at last delivered to Sir David Ochterlony the Treaty of Segauli (No. LIV), duly signed and executed. The hill lands east of the Nachi, and part of the Tarai between the Nachi and Tista ceded under this Treaty, were made over to Sikkim. On the 8th December 1816, the 4th Article of the Treaty of Segauli, by which we were bound to pay two lakhs a year as pensions to certain Nepalese Chiefs, was annulled (No. LV), in consideration of the restoration to Nepal of the Tarai lands between the Rapti and the Kuri. The Tarai lands westward to the Kali were made over to Oudh.

The first Resident appointed under the Treaty of Segauli was Mr. Gardner. He found Bhim Sen Thappa, the Minister, invested with complete control over the country. Under his influence the attitude assumed by the Darbar was suspicious and haughty. Maharaja Girvan Jodh Bikram died in his 18th year, shortly after Mr. Gardner's arrival at Khatmandu. His successor was then only two years old. The Ministry of Bhim Sen was continued during the minority, and from that time till 1832 he enjoyed complete and uninterrupted power. During the whole of this period a martial policy prevailed in the councils of Nepal.

In 1832 signs of opposition to the uncontrolled power of Bhim Sen, whose family held almost every provincial command in the country, began to show themselves. The Pande clan, the leaders of which had been massacred on Ran Bahadur's return to Nepal, again rose gradually into favour with the

Maharaja who was anxious to shake off the control of his minister. The opposition increased every year. In 1837 the Raja's youngest son died suddenly, and the report was spread that he had been poisoned at the instigation of Bhim Sen, or some of his party. Bhim Sen and his nephew Matabar Singh were seized, ironed, and thrown into prison, and their families were placed under close arrest; shortly after, however, Bhim Sen and his nephew were released. The former retired with honour into private life; Matabar Singh proceeded to the Punjab, where he found service under the Lahore Darbar.

Two years later the persecution of the Thappa family was revived to serve the purposes of court intrigue. The old minister was dragged from his retirement and hurried to prison, where, after being subjected to the most inhuman tortures, he committed suicide. His body was dismembered, exposed in the city, and left to be devoured by dogs and vultures.

During the latter years of Bhim Sen's ministry several unsuccessful attempts were made to improve our relations with Nepal. In 1833 negotiations relative to the treatment of British subjects attached to the Residency failed, by the refusal of the Darbar to enter into any Treaty by which it should waive its rights to punish such offenders according to its own usages. In 1834 negotiations for the revival of the commercial Treaty of 1792 were closed, by the Darbar declining to recognise its validity and proposing another very disadvantageous to British interests. In 1836 another endeavour of the British Government to improve the commercial relations with Nepal was frustrated by the unwillingness of the Darbar to make any suitable concessions with regard to the duties to be levied on British goods. Better success however attended the negotiations for the capture and surrender of thags and dakaits, and an Engagement (No. LVI) was concluded in 1837, securing mutual advantages in this respect.

After the overthrow of Bhim Sen Thappa the hostility of the Nepalese towards the British Government assumed a more open form, and every effort was made, by the reduction of public expenditure, to prepare for the anticipated outbreak of hostilities. So little was the hostility of the Nepalese concealed that it became necessary for the British Government to station a corps of observation on the frontier. Intrigues had long been carried on by the Nepal Darbar with States in British India; emissaries were sent to Jodhpur, Gwalior, Hyderabad, Nagpur, Lahore; and the meditated marriage of the heir-apparent formed a pretext for despatching numerous spies and messengers throughout Rewa and

Rajputana. Similar efforts were made in the direction of Sikkim, Bhutan, and Ava, but the success which at first attended the British arms in Afghanistan necessitated a change in the policy of the Nepalese, and in 1839 an Engagement (No. LVII) was procured from the Darbar promising the cessation of these intrigues.

These obligations were but nominally observed. Intrigues were carried on as before, only more covertly. In 1840 the Nepalese forcibly took possession of several villages in the Ramnagar zamindari, and only withdrew when hostilities were threatened. It again became necessary to station a corps of observation on the frontier, which was not withdrawn till 1842 and after repeated assurances of good will on the part of the Maharaja and his chiefs (No. LVIII.)

The extravagancies and cruelties of the heir-apparent, who was countenanced and supported by the Maharaja, produced much discontent in the country. This, added to the intrigues of the only surviving Rani, who was anxious for the succession of one of her own sons, led to endless family feuds. Matabar Singh, who was recalled from the Punjab in 1843, was made Prime Minister. In 1845 he was murdered at the instigation of one Gaggan Singh, a great favorite of the Maharani, who was immediately made her confidential adviser. The murder of this man and the massacre at Kot of thirty-one of the most influential chiefs in 1846, paved the way for the rise of Jang Bahadur to the office of Prime Minister. Finding that Jang Bahadur was not so subservient to her purposes as she expected, the Maharani endeavoured to compass his death, but failing, she was expelled with her two sons from the country, and took up her residence at Benares. She was accompanied to Benares by the Maharaja, who returned to Nepal the following year, only to abdicate (12th May 1847) in favour of the heir-apparent Surendra Bikram Sah.

Jang Bahadur's visit to England in 1850 was followed by a more friendly bearing on the part of the Nepal Darbar and less exclusiveness in its relations with the British Government. In 1852 negotiations were resumed for the conclusion of a treaty for the surrender of heinous offenders. The Treaty (No. LIX) was concluded on 10th February 1855. In 1865, a joint commission, in which Mr. (afterwards Sir J. D.) Gordon represented British interests, travelled along the frontier from the Mechi river to the neighbourhood of Motihari, in Champaran, and their enquiries led to the adoption of measures for the suppression of border crime, and for ensuring greater efficiency in the

police and greater attention generally to the circumstances of the frontier. To this end it was soon afterwards arranged that the Resident should each year make a tour on or near the border, or in some part of the Tarai. Owing to the prevalence of cattle-lifting on the frontier and of serious theft, and to the frequent losses sustained by the Nepalese Government through embezzlements committed by their public officers, these offences were in 1866 added by a supplementary Treaty (No. LX), to those mentioned in Article 4 of the Treaty of 1855 for which surrender may be demanded by either Government. In 1881 a further supplementary Treaty (No. LXI) included in the number of treaty offences that of escaping from custody whilst undergoing punishment after conviction of any of the previously specified treaty offences.

Towards the latter end of 1854 a rupture broke out between the Nepalese and Tibetan Governments, which, however, in no way affected the relations of the British Government with Nepal. After short hostilities and protracted negotiations a Treaty* was concluded, by which the Tibetans bound themselves to pay an annual tribute of Rupees 10,000 to Nepal, to encourage trade between

* *TREATY OF PEACE*, consisting of ten Articles, between the STATES of GURKHA and of TIBET (DROZE), settled and concluded by us, the Chief Sardars, Bharadars, and Lamas of both Governments, whose signatures and seals are attached below. May God bear witness to it. We further agree that the Emperor of China is to be obeyed by both States as before, and that the two States are to treat each other like brothers, for so long as their actions correspond with the spirit of this Treaty. May God not allow that State to prosper that may make war upon the other, unless the other's acts are contrary to this Treaty, in which case the State that declares war upon the other shall be exempt from all blame.

1. The Tibetan Government agrees to pay the sum of ten thousand Rupees annually as a tribute to the Gurkha Government.

2. The States of Gurkha and of Tibet have both borne allegiance to the Emperor of China up to the present time. The country of Tibet is merely the shrine or place of worship of the Lama, for which reason the Gurkha Government will in future give all the assistance that may be in its power to the Government of Tibet, if the troops of any other "Raja" invade that country.

3. The Government of Tibet agrees to discontinue the collection of all the duties that have hitherto been levied upon subjects of the Gurkha State, merchants, and others trading with its country.

4. The Government of Tibet agrees to give up to the Gurkha Government all the Sikh prisoners now in captivity within its territories, and all the Gurkha Sipahis, and officers, and women, who were captured in the war, also all the guns that were taken; and the Gurkha Government agrees to give up to the Government of Tibet all the Sipahis, also the ryots of Kerong, Kuti, Junga, Tagla Khar and Chewur Gumba, and all the arms and Yaks (chowrie cows) belonging to that country now in its possession, and on the final completion of this Treaty it will restore Tagla Khar, Chewur Gumba, Kerong, Junga, Kuti, and Dhakling, and will withdraw all its troops that may be on this side of the Bhairab Langar range.

* Or Naik, a person of inferior rank.
(84.) G. R.

5. A Bharadar on the part of the Gurkha Government (not merely a Naikia*) will for the future reside at Lhasa.

6. The Gurkha Darbar, with the free consent of the Government of Tibet, will establish a trading factory at Lhasa, for the sale of all kinds of merchandize, from jewellery, &c., &c., to articles of clothing and of food.

7. The Gurkha Bharadar residing at Lhasa will not interfere in the disputes of the subjects, merchants, traders, &c., &c., of the Government of Tibet, who may quarrel amongst themselves, neither will the Tibetan Government interfere in any disputes between subjects of the Nepal

the two countries, and to receive a representative of Nepal at Lhassa. Owing to repeated acts of oppression towards Nepalese subjects in Lhassa by Tibetans, culminating with outrages on the house and some of the servants of the Nepalese Envoy, diplomatic relations were broken off in 1873, and were not resumed till after an *amende* had been made by Tibetan Commissioners specially deputed to Khatmandu for the purpose. In 1880 there was again an uneasy feeling at Khatmandu by reason of certain warlike preparations undertaken by the Tibetans on their common frontier. In 1883 a Tibetan mob made an unprovoked attack on the Nepalese quarter of the town in Lhassa, and plundered property to the value of about nine lakhs of rupees. Commissioners from both sides met at Kuti near the frontier to discuss the question of compensation. But it would seem that no settlement satisfactory to both parties was effected.

With the exception of a few months in 1856, and notwithstanding various conspiracies against him, the most dangerous of which was that organised by his own brothers, Bam Bahadur and Badri Nar Singh, in 1851,

Government, Kashmiris, &c., &c., who may be residing within the jurisdiction of Lhassa, but whenever quarrels may occur between Gurkha and Tibetan subjects, the authorities of the two States will sit together and will jointly adjudicate them; and all *Amdani* (by this term is meant income resulting from fines, confiscations, &c.) will, if paid by subjects of Tibet, be taken by that Government, and if paid by Gurkha subjects, Kashmiris, &c., will be appropriated by the Gurkha Sarkar.

8. Should any Gurkha subject commit a murder within the jurisdiction of that Government and take refuge in Tibet, he shall be surrendered by that country, and if any Tibetan subject who may have committed a murder there take refuge in the Gurkha country, he shall in like manner be given up to the Government of Tibet.

9. If the property of any Gurkha subjects and merchants be plundered by any subject of the Tibetan Government, the party who has stolen it shall be compelled by the Tibetan authorities to restore it; should he not be able to do so at once, he shall be obliged by the Tibetan Bharadar to make some arrangement, and will be allowed a reasonable time to make it good. In like manner, if the property of any Tibetan subjects and merchants be plundered by any subjects of the Gurkha Government, the party who has stolen it shall be compelled by the Gurkha authorities to restore it; should he not be able to do so at once, he shall be obliged by the Gurkha Government to make some arrangement, and will be allowed a reasonable time to make it good.

10. All subjects of Tibet who may have joined the Gurkha cause during the war, and all subjects of the Gurkha Sarkar who may have taken part with the Tibetan Sarkar, shall, after the completion of this Treaty, be respected both in person and in property, and shall not be injured by either Government.

Dated Sambat, (1912) Chaitra Badi 8rd (2nd day) Sombar.

Corresponding with the 24th of March 1856.

(True translation.)

(Sd.) G. RAMSAY,
Resident.

N.B.—In the above translation I have used the word Tibet for Bhote, which that Province is invariably designated in the Treaty.

(Sd.) G. R.

Jang Bahadur continued to be Prime Minister of the State till his death in 1877. In token of his services to his country, he received the title of Maharaja from his sovereign, and was invested with the hereditary sovereignty of two districts, namely Lamjang and Kaski. Moreover he effected the marriage of a son and two daughters into the ruling family of Nepal. During the mutiny of 1857 and the subsequent campaigns he rendered assistance to the British Government in the re-occupation of Gorakhpur, the re-capture of Lucknow, and the subsequent capture of the rebels who infested the Tarai. In consideration of these services Maharaja Jang Bahadur was created a Knight Grand Cross of the Most Honourable Order of the Bath; and under a Treaty (No. LXII) concluded on 1st November 1860, the tract of territory on the frontier of Pilibhit and Western Oudh, which had been ceded to the British Government in 1815, was restored to Nepal. The boundary of this tract was laid down at the time of its restoration to Nepal (*see* Article 3 of the Treaty of 1860). The international frontier on the side of Eastern Oudh remained undefined until 1875, when Joint Commissioners were appointed, who settled it in accordance with Agreement No. LXIII.

In 1875 Jang Bahadur proposed to pay a second visit to Europe, but the design had to be abandoned owing to an accident he sustained at Bombay on the eve of departure. In 1876 the Prince of Wales visited him in the Nepalese Tarai in the neighbourhood of Bareilly and Kumaon for sport. The Duke of Edinburgh had accompanied him on a similar expedition in 1870. On February 25th, 1877, Jang Bahadur died, at the age of about sixty years, at Pattharghatta on the Baghmata river. His illness, which lasted for a few hours only, showed symptoms both of apoplexy and cholera. Notwithstanding Jang Bahadur's own efforts of late years to discountenance the barbarous rite, three of his widows became Sati. Three years and a half before his death he had been honoured with the Grand Commandership of the Star of India. He was also granted a personal salute of 19 guns. His next surviving brother, Sir Ranudip Singh, who was created a Knight Commander of the Order of the Star of India in 1875, was endowed by the Maharaj Adhiraj with the titles and honours held by the late Sir Jang Bahadur, and was appointed Prime Minister of Nepal.

Jang Bahadur had arranged that the provinces bestowed upon him should pass to his heirs in hereditary succession, while the office of Minister should go to his eldest surviving brother, and thereafter from brother to brother till the death of the last, when it should revert to his own eldest son Jagat Jang.

The appropriation by Ranudip Singh of these provinces was thus in contravention of Jang Bahadur's disposition of them, and was one of the main causes of the dissensions that followed.

Trilokya Bir Bikram Sah, heir-apparent and son-in-law of Jang Bahadur, died suddenly on March 80th, 1878. His death was followed on May 17th, 1881, by that of his father, the Maharaja Dhiraj Surendra Bikram Sah, after a long and wasting illness; and on July 13th, 1881, by that of the *ex*-Maharaja Dhiraj Rajendra Bikram Sah, who had been forced to abdicate the throne thirty-four years previously. Surendra Bikram Sah was succeeded by his grandson Prithvi Bir Bikram Sah, a child of six years old, who was enthroned on December 1st, 1881.

A conspiracy against the Minister (Ranudip Singh) and the Commander-in-Chief (Dhir Shamsher) was detected in January 1882 and was met with considerable severity. Jagat Jang was suspected of complicity, and a sentence of exile was passed against him. For some months there was an unquiet feeling at the capital; but in time anxiety subsided, and apparent tranquillity was so far restored that in 1885 two Sardars of very high rank, who were believed to be implicated and who were deported for a while as State prisoners to British India, were received back.

Jagat Jang was permitted to return to Nepal in the spring of 1885. Thereafter there were signs of a *rapprochement* between Jagat Jang and Ranudip Singh. This was regarded as inimical to their interests by the sons of Jang Bahadur's youngest brother Dhir Shamsher, who died in 1884; and on the night of the 22nd November 1885 they rose against Ranudip Singh, and, having put him to death, seized all power in the State in the name of the sovereign. Jagat Jang and his eldest son were at the same time also killed. Bir Shamsher, the eldest son of Dhir Shamsher, assumed the post of Minister, together with the titles and estates enjoyed by Ranudip Singh.

A daughter (the Jetha Maharani) and two sons (Padam Jang and Ranbir Jang) of Sir Jang Bahadur, as well as other Sardars (notably Kedar Nar Singh, adopted son of Ranudip Singh) found refuge in the British Residency, and were eventually, through the influence of the Government of India, sent in safety with their families and much property to India.

The Maharaja Dhiraj announced in a kharita, dated the 23rd November 1885, the succession of Bir Shamsher as Prime Minister of Nepal. The Government of India decided to recognise the *de facto* administration which had

been established, and this was intimated to the Maharaja Dhiraj on the 30th January 1886 in a kharita which, while absolving His Highness from personal responsibility or concern in the matter, pointed out that the act by which the lives of Sir Ranudip Singh and General Jagat Jang were brought to an end seemed very difficult to justify. Bir Shamsber has since then filled the office of Prime Minister, and in 1889 married two of his daughters to Prithvi Bir Bikram Sah, the Maharaja Dhiraj.

Up to the year 1888 the recruiting of Gurkha sepoy for the British service was on an unsatisfactory footing; but since that time matters connected with British recruitment in Nepal have shown a marked improvement.

Although Nepal pays no tribute to the British Government, it is usual, on the arrival in India of a new Viceroy, for a Nepalese Sardar of high rank to be deputed to Calcutta with messages and presents from his sovereign.

The reigning house of Nepal claims descent from the Rajput (Sisodiya) family which rules over Udaipur. The Maharaja Dhiraj of Nepal is entitled to a salute of 21 guns from British batteries.

The Nepalese army consists (1890) of about 50 cavalry, 45,000 regular infantry, 3,200 irregular infantry, and 1,951 artillery men, with nominally some 920 guns.

It is impossible, in the absence of any census, to form a correct estimate of the population of Nepal. The Darbar estimates it from 5,200,000 to 5,600,000, but it is probably little, if at all, in excess of 2,000,000. The city of Khatmandu contains from 30,000 to 35,000, and the whole valley of Khatmandu about 300,000 inhabitants. The area of the State is about 54,000 square miles. The yearly revenue is supposed to be about 150 lakhs of rupees.

No. LII.

TREATY of COMMERCE with NEPAUL,—*1st March 1792.*

Treaty authenticated under the seal of Maha Rajah Run Behauder Shah Behauder Shumshere Jung; being according to the Treaty transmitted by Mr. Jonathan Duncan, the Resident at Benares, on the part of the Right Honourable Charles, Earl Cornwallis, K.G., Governor-General in Council, and empowered by the said authority to conclude a Treaty of Commerce with the said Maha Rajah, and to settle and fix the duties payable by the subjects of the respective States of the Honourable English Company and those of Nepal, the said gentleman charging himself with whatever relates to the duties thus to be payable by the subjects of the Nepal Government to that of the Company; in like manner as hath the aforesaid Maha Rajah, with whatever regards the duties thus to be payable by the subjects of the Company's government to that of Nepal; and the said Treaty having been delivered to me (the said Maha Rajah) by Mowlavy Abdool Kadir Khan, the aforesaid gentleman's vakeel, or agent; this counterpart thereof having been written by the Nepal Government, hath been committed to the said Khan, as hereunder detailed:—

ARTICLE 1.

Inasmuch as an attention to the general welfare, and to the ease and satisfaction of the merchants and traders, tends equally to the reputation of the administrators of both the governments of the Company and of Nepal; it is therefore agreed and stipulated, that $2\frac{1}{2}$ per cent. shall reciprocally be taken, as duty, on the imports from both countries; such duties to be levied on the amount of the invoices of the goods which the merchants shall have along with them; and to deter the said traders from exhibiting false invoices, the seal of the custom houses of both countries shall be impressed on the back of the said invoices, and a copy thereof being kept, the original shall be restored to the merchants; and in cases where the merchant shall not have along with him his original invoice, the custom house officers shall, in such instance, lay down the duty of $2\frac{1}{2}$ per cent. on a valuation according to the market price.

ARTICLE 2.

The opposite stations hereunder specified, within the frontiers of each country, are fixed for the duties to be levied, at which place the traders are to pay the same; and after having once paid duties and receiving a rowannah thereon, no other or further duty shall be payable throughout each country or dominion respectively.

ARTICLE 3.

Whoever among the officers on either side shall exceed in his demands for, or exaction of duty, the rate here specified, shall be exemplarily punished by the government to which he belongs, so as effectually to deter others from like offences.

ARTICLE 4.

In the case of theft or robberies happening on the goods of the merchants, the Foujedar, or officer of the place, shall, advising his superiors or government thereof, speedily cause the zemindars and proprietors of the spot to make good the value, which is in all cases, without fail, to be so made good to the merchants.

ARTICLE 5.

In cases where in either country any oppression or violence be committed on any merchant, the officers of country wherein this may happen shall, without delay, hear and inquire into the complaints of the persons thus aggrieved, and, doing them justice, bring the offenders to punishment.

ARTICLE 6.

When the merchants of either country, having paid the established duty, shall have transported their goods into the dominions of one or the other State if such goods be sold within such State, it is well; but if such goods not meeting with sale, and that the said merchants be desirous to transport their said goods to any other country beyond the limits of either of the respective States included in the Treaty, the subjects and officers of these latter shall not take thereon any other or further duty than the fixed one levied at the first entry; and are not to exact double duties, but are to allow such goods to depart in all safety without opposition.

ARTICLE 7.

This Treaty shall be of full force and validity in respect to the present and future rulers of both governments, and, being considered on both sides as a Commercial Treaty and a basis of concord between the two States, is to be, at all times, observed and acted upon in times to come, for the public advantage and the increase of friendship.

On the 5th of Rejeb, 1206 of the Hegira, and 1199 of the Fussallee style, agreeing with the 1st of March 1792 of the Christian, and with the 22nd of Phagun 1848 of the Sunbut Æra, two Treaties, to one tenor, were written for both the contracting parties, who have mutually engaged that from the 3rd Bysack 1849 of the Sunbut Æra, the officers of both States shall, in pursuance of the strictest orders of both Governments, immediately carry into effect and observe the stipulations aforesaid, and not wait for any further or new direction.

(True copy and translation.)

(Sd.) J. DUNCAN,
Resident.

Revenue Department.

(A true copy.)

(Sd.) G. H. BARL W,
Sub-Secretary.

No. LIII.

TREATY with the RAJA of NEPAUL, 1801.

Whereas it is evident as the noonday sun to the enlightened understanding of exalted nobles and of powerful Chiefs and Rulers, that Almighty God has entrusted the protection and government of the universe to the authority of Princes, who make justice their principle, and that by the establishment of a friendly connection between them universal happiness and prosperity is secured, and that the more intimate the relation of amity and union the greater is the general tranquillity; in consideration of these circumstances, His Excellency the Most Noble the Governor-General, Marquis Wellesley, &c., &c., and the Maharaja have established a system of friendship between the respective Governments of the Company and the Raja of Nepaul, and have agreed to the following Articles:—

ARTICLE 1.

It is necessary and incumbent upon the principals and officers of the two Governments constantly to exert themselves to improve the friendship subsisting between the two States, and to be zealously and sincerely desirous of the prosperity and success of the Government and subjects of both.

ARTICLE 2.

The incendiary and turbulent representations of the disaffected, who are the disturbers of our mutual friendship, shall not be attended to without investigation and proof.

ARTICLE 3.

The principals and officers of both Governments will cordially consider the friends and enemies of either State to be the friends and enemies of the other; and this consideration must ever remain permanent and in force from generation to generation.

ARTICLE 4.

If any one of the neighbouring powers of either State should commence any altercation or dispute, and design, without provocation, unjustly to possess himself of the territories of either country, and should entertain hostile intentions with the view of taking that country, the vakeels on the part of our respective Governments at either Court will fully report all particulars to the head of the State, who, according to the obligations of friendship subsisting between the two States, after having heard the said particulars, will give whatever answer and advice may be proper.

ARTICLE 5.

Whenever any dispute of boundary and territory between the two countries may arise, such dispute shall be decided, through our respective vakeels

or our officers, according to the principles of justice and right; and a landmark shall be placed upon the said boundary, and which shall constantly remain, that the officers both now and hereafter may consider it as a guide, and not make any encroachment.

ARTICLE 6.

Such places as are upon the Frontiers of the dominions of the Nabob Vizier and of Nepal, and respecting which any dispute may arise, such dispute shall be settled by the mediation of the vakeel on the part of the Company, in the presence of one from the Nepal Government, and one from His Excellency the Vizier.

ARTICLE 7.

So many elephants, on account of Muckanacinpoor, are annually sent to the Company by the Raja of Nepal, and therefore the Governor-General with a view of promoting the satisfaction of the Raja of Nepal, and in consideration of the improved friendly connection, and of this new Treaty, relinquishes and foregoes the tribute above-mentioned, and directs that the officers of the Company, both now and hereafter, from generation to generation, shall never, during the continuance of the engagement contracted by this Treaty, (so long as the conditions of this Treaty shall be in force), exact the elephants from the Rajah.

ARTICLE 8.

If any of the dependents or inhabitants of either country should fly and take refuge in the other, and a requisition should be made for such persons on the part of the Nepal Government by its constituted vakeel in attendance on the Governor-General, or on the part of the Company's Government by its representative residing at Nepal, it is in this case mutually agreed that if such person should have fled after transgressing the laws of his Government, it is incumbent upon the principals of both Governments immediately to deliver him up to the vakeel at their respective courts, that he may be sent in perfect security to the frontier of their respective territories.

ARTICLE 9.

The Maha Rajah of Nepal agrees, that a pergunnah, with all the lands attached to it, excepting privileged lands and those appropriated to religious purposes, and to jaghires, &c., which are specified separately in the account of collections, shall be given up to Samee Jee for his expenses, as a present. The conditions with respect to Samee Jee are, that if he should remain at Benares, or at any other place within the Company's provinces, and should spontaneously farm his jaghire to the officers of Nepal, in that event the amount of collections shall be punctually paid to him, agreeably to certain kists which may be hereafter settled; that he may appropriate the same to his necessary expenses, and that he may continue in religious abstraction, according to his agreement, which he had engraved on brass, at the time of his abdication of

the Roy, and of his resigning it in my favour. Again, in the event of his establishing his residence in his jaghire, and of his realizing the collections through his own officers, it is proper that he should not keep such a one and other disaffected persons in his service, and besides one hundred men and maid servants, &c., he must not entertain any persons as soldiers, with a view to the collection of the revenue of the pergunnah; and to the protection of his person he may take two hundred soldiers of the forces of the Nepal Government, the allowances of whom shall be paid by the Rajah of Nepal. He must be cautious, also of commencing altercation, either by speech or writing; neither must he give protection to the rebellious and fugitives of the Nepal country, nor must he commit plunder and devastation upon the subjects of Nepal. In the event of such delinquency being proved to the satisfaction of the two Governments, the aid and protection of the Company shall be withdrawn from him; and in that event, also, it shall be at the option of the Rajah of Nepal whether or not he will confiscate his jaghire.

The Maha Rajah also agrees, on his part, that if Samee Jeo should take up his residence within the Company's provinces, and should farm out his land to the officers of Nepal, and that the kists should not be paid according to agreement, or that he should fix his residence on his jaghire, and any of the inhabitants of Nepal should give him or the ryots of his pergunnah any molestation, a requisition shall be made by the Governor-General of the Company, on this subject, to the Rajah. The Governor-General is security for the Raja's performance of this condition, and the Maha Rajah will immediately acquit himself of the requisition of the Governor-General, agreeably to what is above written. If any profits should arise in the collection of the said pergunnah, in consequence of the activity of the officers, or any defalcation occurs from their inattention, in either case the Rajah of Nepal will be totally unconcerned.

ARTICLE 10.

With the view of carrying into effect the different objects contained in this Treaty, and of promoting other verbal negotiation, the Governor-General and the Rajah of Nepal, under the impulse of their will and pleasure, depute a confidential person to each other as vakeel, that remaining in attendance upon their respective Governments, they may effect the objects above specified, and promote whatever may tend to the daily improvement of the friendship subsisting between the two States.

ARTICLE 11.

It is incumbent upon the principals and officers of the two States that they should manifest the regard and respect to the vakeel of each other's Government, which is due to their rank, and is prescribed by the laws of nations; and that they should endeavour, to the utmost of their power, to advance any object which they may propose, and to promote their ease, comfort, and satisfaction, by extending protection to them, which circumstances are calculated to improve the friendship subsisting between the two Governments, and to illustrate the good name of both States throughout the universe.

ARTICLE 12.

It is incumbent upon the vakeels of both States that they should hold no intercourse whatever with any of the subjects or inhabitants of the country, excepting with the officers of Government, without the permission of those officers; neither should they carry on any correspondence with any of them; and if they should receive any letter or writing from any such people, they should not answer it, without the knowledge of the head of the State, and acquainting him of the particulars, which will dispel all apprehension or doubt between us, and manifest the sincerity of our friendship.

ARTICLE 13.

It is incumbent upon the principals and officers mutually to abide by the spirit of this Treaty, which is now drawn out according to their faith and religion, and deeming it in force from generation to generation that they should not deviate from it; and any person who may transgress against it will be punished by Almighty God, both in this world and in a future state.

(A true translation.)

(Sd.) C. RUSSELL,

Assistant Persian Translator.

Ratified by the Governor-General and Council, 30th October 1801, and by the Nepal Durbar on the 28th October 1802.

SEPARATE ARTICLE of a TREATY with the RAJAH of NEPAUL,
concluded at DINAPORE,—October 26th, 1801.

The Engagement contracted by Maha Rajah, &c., &c., with His Excellency the Most Noble the Governor-General, &c., &c., respecting the settlement of a provision for the maintenance of Purneahir Goonanund Swammee Jee, the illustrious father of the said Maha Rajah, is to the following effect:—

That an annual income, amounting to Patna Sicca Rupees eighty-two thousand, of which seventy-two thousand shall be paid in cash and ten thousand in elephants, half male and half female, to be valued at the rate of one hundred and twenty-five rupees per cubit, shall be settled on the said Swammee Jee, commencing from the month of Aughan 1858, as an humble offering to assist in the maintenance of his household; and for the purpose of supplying the said income, that the Pergunnah of Beejapoor, with all the lands thereunto attached (excepting rent-free lands, religious or charitable endowments, jaghires, and such like as specified separately in the account of collections) be settled on the said Swammee Jee, under the following conditions: That, in the event of his residing at Benares or other place within the territories of the Honorable Company, and of his voluntarily committing the

collections of the said jaghire to the servants of the Nepaul Government, in such case seventy-two thousand rupees in cash, and elephants to the value of ten thousand rupees, shall be punctually remitted year after year, by established kists, to the said Swammee Jee, without fail or delay, so that, appropriating the same to his necessary expenses, he may devote himself to the worship of the Supreme Being in conformity to his own declaration, engraved on copper at the time of his abdicating the Rajah and of his bestowing it on the said Maha Rajah; and farther, in the event of his establishing his residence upon his jaghire and of his realizing the collections through his own officers, it is requisite that he should not keep in his service fomenters of sedition and disturbance, that he shall retain no more than one hundred male and female attendants, and that he shall not retain about his person soldiers of any description. That for the purpose of collecting the revenues of the aforesaid pergunahs and for his personal protection, he may have from the Rajah of Nepaul as far as two hundred men of the troops of that country, and the allowances of such men shall be defrayed by the Maha Rajah himself. He must not attempt, either by speech or writing, to excite commotion nor harbour about his person rebels and fugitives from the territories of Nepaul, neither must he commit any depredations upon the subjects of that country. And in the event of such delinquency being established to the satisfaction of both parties, that the aid and protection of the Honorable Company shall be withdrawn from the said Swammee Jee, in which case it shall be at the option of the Maha Rajah to confiscate his jaghire. It is also agreed by the Maha Rajah that, provided Swammee Jee should fix his residence within the Honorable Company's territories, and should commit the collections of his jaghire to the officers of the Nepaul Government, in that case, should the kists not be paid according to the conditions above specified, or in the event of his residing upon his jaghire, provided any of the subjects of Nepaul give him or ryots of his pergunnah any molestation in either case, the Governor-General and the Honorable Company have a right to demand reparation from the Rajah of Nepaul. The Governor-General is guarantee that the Rajah of Nepaul performs this condition, and the Maha Rajah, on the requisition of the Governor-General, will instantly fulfil his engagements as above specified. In any augmentation of the collections from the judicious management of the officers of Swammee Jee, or in any diminution from a contrary cause, the Maha Rajah is to be equally unconcerned, the Maha Rajah engaging that, on delivering over the Pergunnah of Beejapoor to the officers of Swammee Jee, the amount of the annual revenue shall be Patna Sicca Rupees 72,000; that should it be less he will make good the deficiency, and in case of excess, that Swammee Jee be entitled thereto.

(A true translation.)

(Sd.) W. D. KNOX.

Ratified by the Governor-General and Council on the 30th October 1801, and by the Nepaul Darbar on the 28th October 1802.

No. LIV.

TREATY of PEACE between the HONORABLE EAST INDIA COMPANY and MAHA RAJAH BIKRAM SAH, Rajah of Nipal, settled between LIEUTENANT-COLONEL BRADSHAW on the part of the HONORABLE COMPANY, in virtue of the full powers vested in him by HIS EXCELLENCY the RIGHT HONORABLE FRANCIS, EARL of MOIRA, KNIGHT of the MOST NOBLE ORDER of the GARTER, one of HIS MAJESTY'S MOST HONORABLE PRIVY COUNCIL appointed by the Court of Directors of the said Honorable Company to direct and control all the affairs in the East Indies, and by SREE GOOROO GUJRAJ MISSER and CHUNDER SEEKUR OPEDEEA on the part of MAHA RAJAH GIRMAUN JODE BIKRAM SAH BEHAUDER, SHUMSHEER JUNG, in virtue of the powers to that effect vested in them by the said Rajah of Nipal,—*2nd December 1815.*

Whereas war has arisen between the Honorable East India Company and the Rajah of Nipal, and whereas the parties are mutually disposed to restore the relations of peace and amity which, previously to the occurrence of the late differences, had long subsisted between the two States, the following terms of peace have been agreed upon :—

ARTICLE 1ST.

There shall be perpetual peace and friendship between the Honorable East India Company and the Rajah of Nipal.

ARTICLE 2ND.

The Rajah of Nipal renounces all claim to the lands which were the subject of discussion between the two States before the war ; and acknowledges the right of the Honorable Company to the sovereignty of those lands.

ARTICLE 3RD.

The Rajah of Nipal hereby cedes to the Honorable the East India Company in perpetuity all the undermentioned territories, *viz.*—

First.—The whole of the low lands between the Rivers Kali and Rapti.

Secondly.—The whole of the low lands (with the exception of Bootwul Khass) lying between the Rapti and the Gunduck.

Thirdly.—The whole of the low lands between the Gunduck and Coosah, in which the authority of the British Government has been introduced, or is in actual course of introduction.

Fourthly.—All the low lands between the Rivers Mitchee and the Teestah.

Fifthly.—All the territories within the hills eastward of the River Mitchee, including the fort and lands of Nagree and the Pass of Nagarcote, leading from Morung into the hills, together with the territory lying between that Pass and Nagree. The aforesaid territory shall be evacuated by the Goorkha troops within forty days from this date.

ARTICLE 4TH.

With a view to indemnify the Chiefs and Barahdars of the State of Nipal, whose interests will suffer by the alienation of the lands ceded by the foregoing Article, the British Government agrees to settle pensions to the aggregate amount of two lakhs of rupees per annum on such Chiefs as may be selected by the Rajah of Nipal, and in the proportions which the Rajah may fix. As soon as the selection is made, Sunnuds shall be granted under the seal and signature of the Governor-General for the pensions respectively.

ARTICLE 5TH.

The Rajah of Nipal renounces for himself, his heirs, and successors, all claim to or connexion with the countries lying to the west of the River Kali, and engages never to have any concern with those countries or the inhabitants thereof.

ARTICLE 6TH.

The Rajah of Nipal engages never to molest or disturb the Rajah of Sikkim in the possession of his territories; but agrees, if any differences shall arise between the State of Nipal and the Rajah of Sikkim, or the subjects of either, that such differences shall be referred to the arbitration of the British Government, by whose award the Rajah of Nipal engages to abide.

ARTICLE 7TH.

The Rajah of Nipal hereby engages never to take or retain in his service any British subject, nor the subject of any European or American State, without the consent of the British Government.

ARTICLE 8TH.

In order to secure and improve the relations of amity and peace hereby established between the two States, it is agreed that accredited Ministers from each shall reside at the Court of the other.

ARTICLE 9TH.

This Treaty, consisting of nine Articles, shall be ratified by the Rajah of Nipal within fifteen days from this date, and the ratification shall be delivered

to Lieut.-Colonel Bradshaw, who engages to obtain and deliver to the Rajah the ratification of the Governor-General within twenty days, or sooner, if practicable.

Done at Segowlee, on the 2nd day of December 1815.

PARIS BRADSHAW, *Lt.-Col., P. A.*

Seal.

Seal.

Seal.

Received this Treaty from Chunder Seekur Opedeea, Agent on the part of the Rajah of Nipal, in the Valley of Muckwaunpoor, at half-past two o'clock P.M., on the 4th of March 1816, and delivered to him the Counterpart Treaty on behalf of the British Government.

(Sd.) DD. OCHTERLONY,
Agent, Governor-General.

No. LV.

MEMORANDUM for the approval and acceptance of the RAJAH of NIPAL, presented on the 8th December 1816.

Adverting to the amity and confidence subsisting with the Rajah of Nipal, the British Government proposes to suppress, as much as is possible, the execution of certain Articles in the Treaty of Segowlee, which bear hard upon the Rajah, as follows:—

2. With a view to gratify the Rajah in a point which he has much at heart, the British Government is willing to restore the Terai ceded to it by the Rajah in the Treaty, to wit, the whole Terai lands lying between the Rivers Coosa and Gunduck, such as appertained to the Rajah before the late disagreement; excepting the disputed lands in the Zillabs of Tirhoot and Sarun, and excepting such portions of territory as may occur on both sides for the purpose of settling a frontier, upon investigation by the respective Commissioners; and excepting such lands as may have been given in possession to any one by the British Government upon ascertainment of his

rights subsequent to the cession of Terai to that Government. In case the Rajah is desirous of retaining the lands of such ascertained proprietors, they may be exchanged for others, and let it be clearly understood that, notwithstanding the considerable extent of the lands in the Zillah of Tirhoot, which have for a long time been a subject of dispute, the settlement made in the year 1812 of Christ, corresponding with the year 1869 of Bikramajeet, shall be taken, and everything else relinquished, that is to say, that the settlement and negotiations, such as occurred at that period, shall in the present case hold good and be established.

3. The British Government is willing likewise to restore the Terai lying between the Rivers Gunduk and Rapti, that is to say, from the River Gunduk to the western limits of the Zillah of Goruckpore, together with Bootwul and Sheeraj, such as appertained to Nipal previous to the disagreements, complete, with the exception of the disputed places in the Terai, and such quantity of ground as may be considered mutually to be requisite for the new boundary.

4. As it is impossible to establish desirable limits between the two States without survey, it will be expedient that Commissioners be appointed on both sides for the purpose of arranging in concert a well defined boundary on the basis of the preceding terms, and of establishing a straight line of frontier, with a view to the distinct separation of the respective territories of the British Government to the south and of Nipal to the north; and in case any indentations occur to destroy the even tenor of the line, the Commissioners should effect an exchange of lands so interfering on principles of clear reciprocity.

5. And should it occur that the proprietors of lands situated on the mutual frontier, as it may be rectified, whether holding of the British Government or of the Rajah of Nipal, should be placed in the condition of subjects to both Governments, with a view to prevent continual dispute and discussion between the two Governments, the respective Commissioners should effect in mutual concurrence and co-operation the exchange of such lands, so as to render them subject to one dominion alone.

6. Whensoever the Terai should be restored, the Rajah of Nipal will cease to require the sum of two lakhs of Rupees per annum, which the British Government agreed to advance for the maintenance of certain Barahdars of his Government.

7. Moreover, the Rajah of Nipal agrees to refrain from prosecuting any inhabitants of the Terai, after its reversion to his rule, on account of having favored the cause of the British Government during the war, and should any of those persons, excepting the cultivators of the soil, be desirous of quitting their estates, and of retiring within the Company's territories, he shall not be liable to hindrance.

8. In the event of the Rajah's approving the foregoing terms, the proposed arrangement for the survey and establishment of boundary marks shall be carried into execution, and after the determination in concert of the

boundary line, Sunnuds conformable to the foregoing stipulations, drawn out and sealed by the two States, shall be delivered and accepted on both sides.

Seal.

(Sd.) EDWARD GARDNER,
Resident.

(A true translation.)

(Sd.) G. WELLESLEY,
Assistant.

SUBSTANCE of a LETTER under the Seal of the RAJAH of NIPAL,
received on the *11th December 1816.*

After compliments;

I have comprehended the document under date the 8th of December 1816, or 4th of Poos 1873 Sumbut, which you transmitted relative to the restoration, with a view to my friendship and satisfaction, of the Terai between the Rivers Coosa and Rapti to the southern boundary complete, such as appertained to my estate previous to the war. It mentioned that, in the event of my accepting the terms contained in that document, the southern boundary of the Terai should be established as it was held by this Government. I have accordingly agreed to the terms laid down by you, and herewith enclose an instrument of agreement, which may be satisfactory to you. Moreover, it was written in the document transmitted by you, that it should be restored, with the exception of the disputed lands and such portion of land as should, in the opinion of the Commissioners on both sides, occur for the purpose of settling a boundary; and excepting the lands which, after the cessions of the Terai to the Honorable Company, may have been transferred by it to the ascertained proprietors. My friend, all these matters rest with you, and since it was also written that a view was had to my friendship and satisfaction with respect to certain Articles of the Treaty of Segowlee, which bore hard upon me, and which could be remitted, I am well assured that you have at heart the removal of whatever may tend to my distress, and that you will act in a manner corresponding to the advantage of this State and the increase of the friendly relations subsisting between the two Governments.

Moreover, I have to acknowledge the receipt of the orders under the red seal of this State, addressed to the officers of Terai between the Rivers Gunduk and Rapti, for the surrender of that Terai, and their retiring from thence, which was given to you at Thankote, according to your request, and which you have now returned for my satisfaction.

(A true translation.)

(Sd.) G. WELLESLEY,
Assistant.

SUBSTANCE of a DOCUMENT under the Red Seal, received from
the DURBAR, on the 11th December 1816.

Doorga
Bowance.

With a regard to friendship and amity, the Government of Nipal agrees to the tenor of the document under date the 8th of December 1816 or 4th Poos 1873 Sumbut, which was received by the Durbar from the Honorable Edward Gardner on the part of the Honorable Company, respecting the reversion of the Terai between the Rivers Coosa and Rapti to the former southern boundary, such as appertained to Nipal previous to the war, with exception of the disputed lands.

Dated the 7th of Poos 1873 Sumbut.

(A true translation.)

(Sd.)

G. WELLESLEY,

Assistant.

No. LVI.

PAPER received from the DURBAR regarding the surrender of
THUGS, on the 20th January 1837.

The following is the arrangement proposed in thuggee surrenders, and is translated *verbatim et literatim*.

When a thug approver or approvers make an allegation of murder by means of poison, or strangling, against an individual said to be residing in Nipal, and when the charge is accompanied by a description of the accused person, an enumeration of his family, brothers or other relations, and the name of his village given, or his habitation otherwise described; and when on investigation by the local officers of Nipal into the above, it appears that the accused has not been a permanent resident at the place, that his people and family are not forthcoming, that he has no ostensible means of livelihood, and that his mode of living is nevertheless comfortable, or that it appears that he has been in the habit of residing for three or four months together at different places in the neighbourhood, and that without ostensible means of livelihood he is still enabled to exist; and when all or several of these circumstances correspond with the approver's statement, then will the Nipal Government make surrender of such individuals to the Magistrates of the British Government for trial and punishment. On the other hand (recapitulate the above details), it is expected that the Magistrates of the British Government will surrender such individuals to the Nipalese authorities of the Terai, for trial and punishment by the Nipal Government.

Further, when on investigation of the allegations of the approvers by the local officers of either Government, the charge is found not to correspond with the circumstances of the individuals, or to be otherwise untenable, it will by all means be necessary that in such cases surrender be withheld.

(Literal translation.)

(Sd.) A. CAMPBELL,
Officiating Assistant.

No. LVII.

TRANSLATION of an ENGAGEMENT under the Red Seal, in the form of a letter, from MAHARAJAH of NIPAL to RESIDENT,—dated 6th November 1839.

According to your (Resident's) request and for the purpose of perpetuating the friendship of the two States as well as to promote the effectual discharge of current business, the following items are fixed.

1st. All secret intrigues whatever, by messengers or letters, shall totally cease.

2nd. The Nipal Government engages to have no further intercourse with the dependent allies of the Company beyond the Ganges, who are by Treaty precluded from such intercourse, except with the Resident's sanction and under his passports.

3rd. With the zamindars and baboos on this side of the Ganges who are connected by marriage with the Royal family of Nipal, intercourse of letters and persons shall remain open to the Nipal Government as heretofore.

4th. It is agreed to as a rule for the guidance of both Sircars, that in judicial matters where civil causes arise there they shall be heard and decided; and the Nipal Government engages that for the future British subjects shall not be compelled to plead in the Courts of Nipal to civil actions, having exclusive reference to their dealings in the plains.

5th. The Nipal Government engages that British subjects shall hereafter be regarded as her own subjects in regard to access to the Courts of Law, and that the causes of the former shall be heard and decided without denial or delay, according to the usages of Nipal.

6th. The Nipal Government engages that an authentic statement of all duties leviable in Nipal shall be delivered to the Resident, and that hereafter unauthorised imposts not entered in this list shall not be levied on British subjects.

(True translation.)

(Sd.) R. CHRISTIE,
Officiating Assistant to Resident.

No. 6.

Official Statement of all the Custom and Transit Duties leviable on Imports and Exports from and to the Claims on the road via Hitorunda and Bichhakoh and at the Capital, received by Resident from Durbar, 3rd October 1839, and dated same day.

IMPORT DUTIES.

Mode of levy.	Articles.	Kirana Bhaasar.	Nirkhi Bhaasar.	Kapas Bhaasar.	Sayer Bhaasar.	Bhainsi Bhaasar.	Total Amount.	REMARKS.
1st Bukhvoun or per man's load.	Shawl, Kinkhab, Banath, Silk, and Woollen Cloths, &c., at 32 dharries a Buckoo.	1 2 6	0 0 0	0 8 0	2 4 9	0 0 0	3 15 3	N.B.—A dharrie is equal to three seers tacha, and 32 dharries make a man's load, on which duty is levied. Occa- sionally the load is 34 dharries.
Ditto	Mussala, Mewah, Chundun, In- digo, Kara, &c., at 32 dharries a Buckoo.	1 2 6	0 0 0	0 4 0	2 4 9	0 0 0	3 11 3	The man's load is called Buckoo, and the duty Bukkoawon or Bakh- woun.
Ditto	Tash, Goochli Purlolah, Sifara, Goukharoo, Buddha, Tiratar, Gofah, Kalabatto, Silk, Juwa- her, &c., at 32 dharries a Buckoo.	1 2 6	0 0 0	0 4 0	2 4 9	0 0 0	3 11 3	
Ditto	Boja, Pictures, Hooka Snake, Looking-glass, Batta, Combs, Kanch Stone, Metals and Earths, &c., at 32 dharries a Buckoo.	1 2 6	0 0 0	0 4 0	2 4 9	0 0 0	3 11 3	
Ditto	Cotton with seeds, at 32 dharries a Buckoo.	0 6 0	0 2 0	2 2 0	0 12 0	0 0 0	3 6 0	

1st Bukhwoon or per man's load.	Cotton Thread, at 32 dharnies a Buckoo.	1	2	6	0	0	0	0	0	0	8	0	2	4	9	0	0	0	3	15	3
Ditto . .	Cotton, at 32 dharnies a Buckoo.	1	2	6	0	6	0	6	8	0	0	0	2	4	9	0	0	0	10	5	3
Ditto . .	Soot, Ajowan, Soortee, Tobacco, Fish, Sidha, Goor, Sukkur, &c., at 24 dharnies a Buckoo.	0	8	0	0	4	0	0	4	0	0	0	0	12	0	0	0	0	1	12	0
Ditto . .	Ghee and Oil, &c., at 24 dharnies a Buckoo.	0	8	0	0	0	0	0	4	0	0	0	0	12	0	0	0	0	1	8	0
Ditto . .	Toree, Til, &c., at 24 dharnies a Buckoo.	0	1	0	0	0	0	0	0	6	0	0	0	3	6	0	0	0	0	5	0
Ditto . .	Goats, Khasi and Sheep, per each	0	1	0	0	6	0	0	6	6	0	1	0	0	0	0	0	0	0	2	6
Ditto . .	Buffaloe, per pari	1	2	0	0	6	0	0	8	0	1	11	0	2	8	0	2	8	0	6	3
Ditto . .	Sutsar, Ugnas, Woods, per load in kind.	per load 1	0	0	0	0	0	0	0	0	0	0	0	per load 1	0	0	0	0	0	0	0
Ditto . .	Myna, Soogra, and Pigeons, &c., in kind, 1 per 20.	In kind 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	in kind	
Ditto . .	Ducks, in kind, 1 per 10 . .	In kind 1	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	1	in kind	
Ditto . .	Urhar, Oorood, Chuna, Musoor, Khesaree, Moongh, and Dala, at 32 dharnies a Buckoo, in kind.	In kind 4	2	manas	2	manas	2	manas	2	manas	2	manas	2	manas	2	manas	0	0	0	In kind 9	
Ditto . .	Pawn, per bullock-load . .	2	8	0	0	6	0	0	6	6	12	dholee.	0	0	0	0	0	0	2	8	0
Ditto . .	Brass and other Metal pots, &c., at 32 dharnies a Buckoo.	1	2	6	0	0	0	0	4	0	2	4	9	0	0	0	0	0	3	11	3
Ditto . .	Bukree or she Goats, in kind .	0	0	0	0	0	0	0	0	0	{	In kind	{	0	0	0	0	0	1	per 30	
2nd Sakri	Shawl, Kinkhab, Broad Cloth, Silk, and Woollen Cloths, &c.	2	0	0	1	8	0	0	0	0	0	0	0	0	0	0	0	0	3	8	0

and 12 dholee.

IMPORT DUTIES.—(Continued.)

Mode of levy.	Articles.	Kirana Bhansar.	Nirkhi Bhansar.	Kapas Bhansar.	Sayer Bhansar.	Bhand Bhansar.	Total Amount.	REMARKS.
2nd Sakri	Mussala, Mewah, Chandun, &c.	3 8 0	1 8 0	0 0 0	0 0 0	0 0 0	5 0 0	
Ditto	Tash, Gochi, Buttoo, Salma, Sitara, Goukhoro, Badla Tira- tar Gotal, Kalabotzo, and Silk, &c.	3 8 0	1 8 0	0 0 0	0 0 0	0 0 0	5 0 0	
Ditto	Jwahar, &c.	0 0 0	1 8 0	0 0 0	0 0 0	0 0 0	1 8 0	
Ditto	Pictures, Bais, Hooka Snake, Looking Glass, Comb, Poth, Stones, Kanch, Metals, Earth, &c.	3 8 0	1 8 0	0 0 0	0 0 0	0 0 0	5 0 0	
Ditto	Cotton thread	3 8 0	1 8 0	0 0 0	0 0 0	0 0 0	5 0 0	
Ditto	Indigo, in kind, 10 dharnies per 100 dharnies.	10 dharnies	1 dharnie	0 0 0	0 0 0	0 0 0	11 dharnies	
Ditto	Brass, Bell Metal, Pots, &c.	3 8 0	1 8 0	0 0 0	0 0 0	0 0 0	5 0 0	

ON EXPORTS.

3rd Nikasee	Choury Tails, Toos, Mallea, &c., at 32 dharnies a Buckoo.	1 2 6	1 4 0	0 4 0	2 4 9	0 0 0	4 15 3	
Ditto	Bikhna, Silasik, Hural, Soohago, Beads of Red Chandun, Hone, Jata, Mansi, Charush, Chia Car- dimums, Bishful, Lilathota, and Kootki, &c., at 32 dharnies a Buckoo.	1 2 6	0 6 0	0 4 0	2 4 9	0 0 0	4 1 3	

Ditto . . .	Parbatia Paper and Wax, at 32 dharnies a Buckoo.	1	2	6	0	6	0	0	8	0	2	4	9	0	0	0	4	5	3
Ditto . . .	Musk Pods, per seer of 32 tolas .	0	10	0	0	10	0	0	0	0	0	0	0	0	0	0	1	4	0
Ditto . . .	Brass and other Metal pots, at 32 dharnies a Buckoo.	2	0	0	2	0	0	1	0	0	2	8	0	0	0	0	7	8	0
Ditto . . .	Iron, Iron Pots, Chook, Salt, Khadee and Changa, &c., at 24 dharnies a Buckoo.	0	8	0	0	4	0	0	4	0	0	12	0	0	0	0	1	12	0
Ditto . . .	Elephant, per one . . .	7	0	0	0	0	0	5	0	0	12	0	0	0	0	0	24	0	0
Ditto . . .	Tangan, per each . . .	2	8	0	1	8	0	1	0	0	5	0	0	0	0	0	10	0	0
Ditto . . .	Sahi Bauz, per each . . .	1	0	0	1	0	0	0	8	0	2	8	0	0	0	0	5	0	0
Ditto . . .	Jorru Bauz, per each . . .	0	8	0	0	8	0	0	4	0	1	4	0	0	0	0	2	8	0
Ditto . . .	Koorcha Bauz, per each . . .	0	4	0	0	4	0	0	2	0	0	10	0	0	0	0	1	4	0
Ditto . . .	Nursingah, per each . . .	0	10	0	0	10	0	0	8	0	0	12	0	0	0	0	2	8	0
Ditto . . .	Toori, per each . . .	0	5	0	0	5	0	0	4	0	0	6	0	0	0	0	1	4	0
Ditto . . .	Buffaloe's Horns, at 32 dharnies a Buckoo.	0	0	0	0	6	0	0	0	0	0	0	0	0	0	0	0	6	0
Ditto . . .	Kochin, &c., at 32 dharnies a Buckoo.	1	2	6	1	4	0	0	4	0	2	4	9	0	0	0	4	15	3
Ditto . . .	Copper, at 32 dharnies a Buckoo .	1	2	6	0	12	0	0	8	0	2	4	9	0	0	0	4	11	3

N.B.—The above all leyed at Katmandoo.

DUTIES LEVIED ON THE ROAD.

Jeminderee duty levied at Chisapani.

IMPORT—ARTICLES.

Cotton, Thread, Silk, Looking Glass, Combs, Needles, Cloths and Keraras, &c., per dharnie	1	dam.
Ajooan, Soortee, Fish, Jaggree, Sukkur, Oil, Tobacco, Ghee, and Cotton, with Seeds, &c., per load	0	1 6
Toree Til, per load	0	0 3
Goats and Khusee, per each	0	0 3
Brass Pots, &c., per dharnie	1	dam.
Buffaloe, per pair	4	annas.
Urhur, Chuna, Musoor, Moong, Dals, &c., per load	1	anna.
Paun, per bullock load	1	dholee.

EXPORT—ARTICLES.

Choury Tails, Bikhma, Toos, Beads of Red Chundun, Silajit, Paper, Wax, Chook, Money* and Musk Pods, &c., per dharnie	1	dam.
Nursingah, per each	1	anna.
Toree, per each	2	annas.
Tangan, per each	8	„
Brass Pots, per dharnie	3	pie.
Hoes, per load	1½	annas.
Salt, per load	1½	„

Hasrey or Choukidaree at Bichiakoh.

IMPORT—ARTICLES.

Cotton, Cloths, and Kerars, &c., per bullock load	2	annas.
Ajooan, Soortee, Tobacco, Fish, Toree, Til, Sukkur, Oil, Ghee, and Pice, per man's load	1	anna.
Goats and Khusee, per each	3	pie.
Buffaloes, per pair	1	anna.
Paun, per bullock load	2	dholees.

EXPORT—ARTICLES.

Choury Tails, Bikhma, Toos, Paper, Wax, Chook, Honey, Hoes, Brass Pots, &c., per load	1	anna.
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* Sic. Probably Honey.

Rate of Duty.

If any merchants sell their merchandise at Hitoundah, and purchase there Soortee, Tobacco, Ajwan, Ghee, Oil, Soap, and Fish, &c., per dharnee 6 pie.

Cloths, &c., per thaun 6 "

Rice, Dál, &c., per load 2 maunds.

Duty levied at Mukwanpore as per Lal Mohur.

ARTICLES.

Buffaloes, per each	$\frac{1}{2}$ anna.
Kat Mahal, per Ghaut or timber	$\frac{1}{2}$ "
Woods for making Carts, &c., per each	$\frac{1}{2}$ "
Sooga and Myua, per 25	1 "
Honey and Wax, per Rupee	$\frac{1}{2}$ "
Pipla Mool, per Rupee	$\frac{1}{2}$ "
Bamboos, Babio, Khambha, &c., per load	$\frac{1}{2}$ "
Thakree, Mothee, per load	1 "
Khuaresaul, per tangee	1 "
Traders' packages, per bag	1 "
Buyers' packages, per bag	$\frac{1}{2}$ "

(True translation.)

(Sd.) R. CHRISTIE.

(True copy.)

(Sd.) G. RAMSAY,
Resident.

No. LVIII.

TRANSLATION of an ICKRAR NAMEH signed by the GOOROOS, CHOUNTRAS, CHIEFS, &c., &c., of Nipal, dated Saturday, Poos Soodi 9th, 1897, or 2nd January 1841.

We the undersigned Gooroos, Chountras, Chiefs, &c., &c., of Nipal, fully agree to uphold the sentiments as written below, viz. :—

That it is most desirable and proper that a firm and steady friendship should exist and be daily increased between the British and Nipal Governments; that to this end every means should be taken to increase the friendly

relations with the Company, and the welfare of the Nipal Government; that the Resident should ever and always be treated in an honorable and friendly manner; that if, nevertheless, any unforeseen circumstance or unjust or senseless proceeding should at any time arise to shake the friendly understanding which ought to exist between the two Sirkars, or to cause uproar and mischief at Khatmandoo, we should be responsible for it.

Signed by 94 Chiefs.

No. LIX.

TREATY between the HONORABLE EAST INDIA COMPANY and HIS HIGHNESS MAHARAJA DHERAJ SOORINDER VIKRAM SAH BAHADOOR, Rajah of Nipal,—*10th February 1855.*

Treaty between the Honorable East India Company and His Highness Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Rajah of Nipal, settled and concluded on the one part by Major George Ramsay, Resident at the Court of His Highness, by virtue of full powers to that effect vested in him by the Most Noble James Andrew, Marquis of Dalhousie, Knight of the Most Ancient and Most Noble Order of the Thistle, one of Her Majesty's Most Honorable Privy Council and Governor-General, appointed by the Honorable Company to direct and control all their affairs in the East Indies, and on the other part by General Jung Bahadoor Koonwar Ranajee, Prime Minister of Nipal, in the name and on behalf of Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Rajah of Nipal, in virtue of the powers to that effect vested in him by the said Rajah of Nipal.

ARTICLE 1ST.

The two Governments hereby agree to act upon a system of strict reciprocity as hereinafter mentioned.

ARTICLE 2ND.

Neither Government shall be bound in any case to surrender any person not being a subject of the Government making the requisition.

ARTICLE 3RD.

Neither Government shall be bound to deliver up debtors, or civil offenders or any person charged with any offence not specified in Article 4.

ARTICLE 4TH.

Subject to the above limitations, any person who shall be charged with having committed, within the territories of the Government making the requisition, any of the under-mentioned offences, and who shall be found within

the territories of the other, shall be surrendered; the offences are murder, attempt to murder, rape, maiming, thuggee, dacoity, high-way robbery, poisoning, burglary, and arson.

ARTICLE 5TH.

In no case shall either Government be bound to surrender any person accused of an offence, except upon requisition duly made by, or by the authority of, the Government within whose territories the offence shall be charged to have been committed, and also upon such evidence of criminality, as according to the laws of the country in which the person accused shall be found, would justify his apprehension, and sustain the charge if the offence had been there committed.

ARTICLE 6TH.

If any person attached to the British Residency, or living within the Residency boundaries, not being a subject of the Nipalese Government, commit in any part of the Nipalese territories, beyond the Residency boundaries, an offence which would render him liable to punishment by the Nipalese courts, he shall be apprehended and made over to the British Resident for trial and punishment; but subjects of the Nipal State under similar circumstances are not to be given up by the Nipalese Government for punishment. Should any Hindoostanee Merchants, or other subjects of the Honourable Company, not attached to the British Residency, who may be living within the Nipal territories, commit any crimes beyond the Residency boundaries, whereby they may render themselves liable to punishment by the Nipalese Courts, and take refuge within the limits of the Residency, they shall not be allowed an asylum but will be given up to the Nipal Government for trial and punishment.

ARTICLE 7TH.

The expenses of any apprehension, detention, or surrender made in virtue of the foregoing stipulations, shall be borne and defrayed by the Government making the requisition.

ARTICLE 8TH.

The above Treaty shall continue in force until either one or the other of the High Contracting Parties shall give notice to the other of its wish to terminate it, and no longer.

ARTICLE 9TH.

Nothing herein contained shall be deemed to affect any Treaty now existing between the High Contracting Parties, except so far as any such Treaty may be repugnant hereto.

This Treaty, consisting of nine Articles, being this day concluded and settled by Major George Ramsay, on behalf of the Honourable East India Company with Maharaj Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, Major Ramsay has delivered one version thereof in English, Purbutteah,

and Oordoo, signed and sealed by himself, to the Maharajah, who, on his part, has also delivered one copy of the same to Major Ramsay, duly executed by His Highness, and Major Ramsay hereby engages to deliver a copy of the same to His Highness the Maharajah, duly ratified by the Governor-General in Council, within sixty days from this date.

Signed, sealed, and exchanged at Katmandhoo, Nepal, this Tenth day of February A.D. one Thousand Eight Hundred and Fifty-Five, corresponding to the Eighth day of Falgun, Sumbut, Nineteen Hundred and Eleven.

(Sd.) G. RAMSAY, Major,
Resident at the Court of Nepal.

Seal.

Seal of the
Supreme
Govt. of
India.

(Sd.) J. DORIN.
" J. P. GRANT.
" B. PEACOCK.

Ratified by the Honorable the President of the Council of India in Council, at Fort William in Bengal, this twenty-third day of February, One Thousand Eight Hundred and Fifty-five.

(Sd.) CECIL BEADON,
Secretary to the Government of India.

No. LX.

MEMORANDUM dated the 23rd of July 1866, supplemental to the TREATY with the STATE of NIPAL of the 10th of February 1855, for the mutual surrender of heinous criminals adding to the 4th ARTICLE of the said TREATY the offences of cattle stealing, of embezzlement by public officers, and serious theft,—23rd July 1866.

It is hereby settled and concluded by Colonel George Ramsay, Resident at the Court of Nepal, by virtue of full powers vested in him by his Excellency the Right Hon'ble Sir John Laird Mair Lawrence, Baronet, G.C.B. and K.S.I., Her Majesty's Viceroy and Governor-General of British India, and by Maharajah Jung Bahadoor, Rana, G.C.B., Prime Minister and Commander-in-Chief of Nepal, in virtue of powers to that effect granted to him by his Sovereign the Maharajah Dheraj of Nepal.

That, subject to all the other conditions of the Treaty which was executed at Khatmandoo by the same parties on the tenth day of February one thousand eight hundred and fifty-five, corresponding to the eighth day of

Fagoon, Sumbut nineteen hundred and eleven, and with the view to the prevention of frontier disputes, and the more speedy and effectual repression of crime upon the border, the offences of cattle-stealing, of embezzlement by public officers, and of serious theft, that is to say, cases of theft in which the amount stolen may be considerable, or personal violence may have been used, shall be included in the list of crimes for which surrenders shall be demanded by either Government. In fact, they are hereby formally added to the list of crimes specified in the 4th Article of the said Treaty.

Executed at Khatmandoo this twenty-third day of July A.D. one thousand eight hundred and sixty-six, corresponding to the twenty-sixth day of Asarh, Sumbut nineteen hundred and twenty-three.

Seal.

(Sd.) G. RAMSAY, Col.,
Resident at Nepal.

(Sd.) JOHN LAWRENCE,
Governor General.

This Treaty was ratified by His Excellency the Governor-General at Simla on the 9th of August 1866.

W. MUIR,
Secy. to Govt. of India.

No. LXI.

Memorandum dated the 24th of June 1881, Supplemental to the Treaty with the State of Nepal, dated the 10th February 1855, A.D., corresponding to the 8th Fhagun, Sumat 1911, and to the Memorandum with the State of Nepal, dated 23rd July 1886, A.D. corresponding to the 26th Asrah, Sumbat 1923, for the mutual surrender of criminals,—*24th June 1881.*

It is hereby agreed by Charles Edward Ridgeway Girdlestone, Esq., of the Bengal Civil Service, Resident at the Court of Nepal, by virtue of full powers vested in him by His Excellency the Most Hon'ble the Marquis of Ripon, K.G., G.M.S.I., G.M.I.E., Her Imperial Majesty's Viceroy and Governor-General of British India, and by Maharaja Sir Runodeep Singh, Rana Bahadur, K.C.S.I., Thonglin Pimma Kokang Vyang Syang, Prime Minister and Commander-in-Chief of Nepal, by virtue of full powers vested in him by His Highness the Maharaj Adhiraj of Nepal.

That the offence of escaping from custody whilst undergoing punishment after conviction of any of the offences specified in the fourth Article of the aforesaid Treaty, or in the aforesaid Memorandum, shall be deemed to be added to the list of offences specified in the fourth Article of the aforesaid Treaty.

Executed at Katmandoo, this twenty-fourth day of June A.D. one thousand eight hundred eighty-one, corresponding to the thirteenth day of Asarh Sumbat one thousand nine hundred thirty-eight.

Seal.

(Sd.) CHARLES EDWARD RIDGEWAY GIRDLESTONE,
Resident in Nepal.

Seal.

(Sd.) RIPON,
Viceroy and Governor-General of India.

This Treaty was ratified by His Excellency the Viceroy and Governor-General of India, at Simla, on the eleventh day of August, one thousand eight hundred and eighty-one.

(Sd.) A. C. LYALL,
*Secretary to the Government of India,
Foreign Department.*

No. LIIX.

TREATY with NIPAL;—1st November 1860.

During the disturbances which followed the mutiny of the Native army of Bengal in 1857, the Maharajah of Nipal not only faithfully maintained the relations of peace and friendship established between the British Government and the State of Nipal by the Treaty of Segowlee, but freely placed troops at the disposal of the British authorities for the preservation of order in the Frontier Districts, and subsequently sent a force to co-operate with the British Army in the re-capture of Lucknow and the final defeat of the rebels. On the conclusion of these operations, the Viceroy and Governor-General, in recognition of the eminent services rendered to the British Government by the State of Nipal, declared his intention to restore to the Maharajah the whole of the lowlands lying between the River Kali and the District of Goruckpore, which belonged to the State of Nipal in 1815, and were ceded to the British Government in that year by the aforesaid Treaty. These lands have now been identified by Commissioners appointed for the purpose by the British Government, in the presence of Commissioners deputed by the Nipal Durbar; masonry pillars have been erected to mark the future boundary of the two States, and the territory has been formally delivered over to the Nipalese Authorities. In order the more firmly to secure the State of Nipal in the perpetual pos-

session of this territory, and to mark in a solemn way the occasion of its restoration, the following Treaty has been concluded between the two States :—

ARTICLE 1ST.

All Treaties and Engagements now in force between the British Government and the Maharajah of Nipal, except in so far as they may be altered by this Treaty, are hereby confirmed.

ARTICLE 2ND.

The British Government hereby bestows on the Maharajah of Nipal in full sovereignty, the whole of the lowlands between the Rivers Kali and Raptée, and the whole of the lowlands lying between the River Raptée and the District of Goruckpore, which were in the possession of the Nipal State in the year 1815, and were ceded to the British Government by Article III of the Treaty concluded at Segowlee on the 2nd of December in that year.

ARTICLE 3RD.

The boundary line surveyed by the British Commissioners appointed for the purpose extending eastward from the River Kali or Sardah to the foot of the hills north of Bagowra Tal, and marked by pillars, shall henceforth be the boundary between the British Province of Oudh and the Territories of the Maharajah of Nipal.

This Treaty, signed by Lieutenant-Colonel George Ramsay, on the part of His Excellency the Right Honorable Charles John Earl Canning, G.C.B., Viceroy and Governor-General of India, and by Maharajah Jung Bahadoor Rana, G.C.B., on the part of Maharajah Dheraj Soorinder Vikram Sah Bahadoor Shumshere Jung, shall be ratified, and the ratifications shall be exchanged at Khatmandoo within thirty days of the date of signature.

Signed and sealed at Khatmandoo, this First day of November, A. D. One Thousand Eight Hundred and Sixty, corresponding to the Third day of Kartick Budee, Sumbut Nineteen Hundred and Seventeen.

(Sd.) G. RAMSAY, *Lieut.-Colonel,*

Resident at Nipal.

Seal.

Seal.

(Sd.) CANNING,

Viceroy and Governor-General.

This Treaty was ratified by His Excellency the Governor-General, at Calcutta, on the 15th of November 1860.

(Sd.) A. R. YOUNG,

Deputy Secretary to the Government of India.

No. LXIII.

AGREEMENT with Nipal,—7th January 1875.

We, Lieutenant-Colonel I. F. MacAndrew, Officiating Commissioner of Sitapoor and Commissioner of the British Government for settlement of the Nipal boundary on the Dhundwa range of hills, and Colonel Siddhiman Sing Sahab Bahadoor Raj Bhandari, Commissioner of the Nipal Government for the settlement of the said boundary, do agree that the boundary between the two States on the Dhundwa range of hills from the Arrah Nuddee to the hills above Baghora Tal shall be the foot of the lower spurs where they meet the plain to the south of the range, on the following conditions :—

First.—That the subjects of the British Government who come to the hills for bankas shall have it at the rate of payment they have been used to make to Tulsipoor.

Second.—That the Nipal Government shall accept the boundary laid down by the Surveyor at the foot of the hills as a final settlement of the question.

(Sd.) I. F. MACANDREW, *Lieut.-Col.*,

The 7th January 1875.

Commr. for British Govt.

Signed in Nipalese character,

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